

**BROCKTON AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

**TRANSPORTATION MANAGEMENT SERVICES
FOR FIXED ROUTE SERVICE**

**PROPOSALS ARE DUE:
MARCH 21, 2012**

**A PREPROPOSAL MEETING AND FACILITY TOUR
WILL BE HELD ON:
FEBRUARY 29, 2012
AT 2:00 PM
BAT ADMINISTRATIVE OFFICE
155 COURT STREET
BROCKTON, MA 02302**

BROCKTON AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS
TRANSPORTATION MANAGEMENT SERVICES

February 3, 2012

The Brockton Area Transit Authority (BAT) is soliciting proposals from firms qualified to provide transportation management services and assume the operation of BAT's fixed route public transportation service as described below (hereinafter referred to as the "fixed route transit service"). The resulting contract will commence on July 1, 2012 for a period of three years with BAT having the option to extend for two additional one year terms. BAT is a regional transit authority and political subdivision of the Commonwealth of Massachusetts organized pursuant to Chapter 161B of the Massachusetts General Laws. The administrative office is located at 155 Court St., Brockton, MA 02302. The chief executive officer is Reinald G. Ledoux, Jr., Administrator.

BAT is funded by contract assistance from the Commonwealth of Massachusetts, assessments from member communities and various operating grants from the Federal Transit Administration including Section 5307 formula funds. For information purposes, the BAT Mission Statement is attached as Appendix A.

The BAT fixed route transit service is currently operated by East Coast Transit Services, Inc. The current contract expires on June 30, 2012.

I. BAT TRANSIT SERVICES

BAT currently provides fixed route, deviated fixed tour, and paratransit public transportation services within the City of Brockton and the Towns of Abington, Avon, Bridgewater, West Bridgewater, East Bridgewater, Easton, Whitman, Stoughton and Rockland Massachusetts with a connection to the Ashmont MBTA station in Dorchester, MA. The fixed route service to be managed and operated by the contractor selected under this RFP is:

Fixed route transit service in Brockton, Abington, Avon, Easton, Stoughton and to the Ashmont MBTA subway station in Dorchester consisting of 18 routes, a fleet of 50 RTS, NOVA, DATTCO and Gillig transit coaches which operate approximately 1.3 million revenue miles per year. Service is currently provided 7 days per week and the system carries 3.0 million passengers

annually. The system employs 54 full-time and 12 part-time union drivers, 23 union maintenance personnel, and 17 non-union supervisory, clerical, and administrative personnel (see Workforce Census, attached as Appendix B, and BAT Fleet Inventory, attached as Appendix C).

A copies of the current fixed route schedules and service notes are attached as Appendix J.

Other transportation services provided by BAT but not included in this RFP are:

Coordinated paratransit, elderly and ADA dial-a-ride service (known as “DIAL-A-BAT”) is provided in Brockton, Avon, Stoughton, Abington, East Bridgewater, West Bridgewater, Whitman, Bridgewater and to Boston medical facilities with 35 diesel mini-buses that operate approximately 750,000 revenue miles per year. This service is operated by Northeast Transit Services, Inc. and is not included in this RFP.

Elderly and disabled transportation operated by member community’s councils on aging. This service is not included in this RFP.

Fixed route service in and around Bridgewater State University in Bridgewater, MA with four mid-duty transit coaches and two paratransit vans that operate approximately 70,000 revenue miles per year. This service is operated by Bridgewater State University and is not included in this RFP.

Deviated tour service in Rockland with a connection at Brockton Hospital with two mid-duty transit coaches that operate approximately 2,296 revenue miles per week. This service is operated by Bills Taxi Service, Inc., and is not included in this RFP.

PROCUREMENT SCHEDULE

The major milestones for this procurement are as follows:

Availability of the Request for Proposals	February 3, 2012
Pre-proposal conference (2:00 p.m.).	February 29, 2012
Last date for written requests for information and clarification	March 1, 2012
Responses to questions distributed	March 7, 2012
Proposals due at BAT (by 2:00 p.m.)	March 21, 2012

Tentative dates:

Interviews with General Manager candidates and official of the firm with the power to commit the firm	April 11, 2012
Recommendations due from the evaluation panel	April 22, 2012
Notification of contract award	April 25, 2012
Contract execution	May 15, 2012
Assume duties as resident management firm	July 1, 2012

This schedule is subject to change by BAT.

II. SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

The contractor will provide management services required by BAT as necessary for the efficient operation of the fixed route transit system, fleet, equipment and facilities as described in this RFP under policies, standards, and procedures established by BAT.

In addition to managing the operation of the fixed route transit service the contractor is responsible for vehicle maintenance, driver training, and accident investigation for DIAL-A-BAT, Bridgewater State University, local councils on aging and other BAT service providers as may be directed from time to time by BAT. In addition, the contractor is responsible for maintenance of the BAT Centre, parking facility, and administrative office and numerous street bus shelters as directed by BAT. The cost of all such activities, and all other approved operating expenses of fixed route transit service incurred by the contractor on behalf of BAT will be an eligible operating expense as defined in Article VII of the Form of Contract attached hereto as Appendix G.

The current Contractor, East Coast Transit Services, Inc. is party to a labor agreement with ATU Local 1547 covering drivers and mechanics which runs through 9/30/2015. The contract has been approved and should be signed by the parties in the next few weeks. The successful firm will be required to succeed to this agreement and to enter into successor agreements as required during the course of the proposed contract. Copies of the union contract will be distributed to Offerors on or before the pre-proposal meeting

Qualified proposers must be capable of providing professional management services including, but not limited, to the following:

(A) Management services consisting of:

1. The contractor's employment of one full-time general manager who will reside in the BAT service area and be responsible for all the duties of the General Manager of the transit system as described in the RFP. If the proposed General Manager is not now a resident of the BAT service area, residence must be established within four months of execution of a contract or other arrangements satisfactory to BAT must be negotiated. The proposed General Manager must have a minimum of ten years of experience in transit operations, of which at least five years must have been working in a senior management capacity in the field of public transportation. Exceptions to the above requirements must be clearly noted by the proposer with the proposer's justifications. Exceptions may be considered by BAT when reviewing proposals.
2. The contractor's employment of additional personnel, subcontractors and/or consultants necessary for the management of the transit system as approved by BAT.
3. BAT is generally pleased with the performance of the key personnel (identified in proposed management contract and workforce census) and will look favorably on proposals that retain the existing key personnel. It is anticipated that each offeror will nominate a general manager exclusive to the offeror.
4. An offeror may propose an alternative management structure and organizational chart. If proposed, the alternative management structure must be fully explained and the costs and benefits must be described in the proposal.

(B) Utilizing transit system personnel, the contractor will also be responsible for management of the following:

1. Accounting services consisting of a PC based accounting software package that can produce monthly financial statements and track detailed A/P and G/L activity. In addition, have the capability to produce other financial reports as required by BAT.
2. Transportation, operations, and maintenance services consisting of run cutting, street supervision, personnel scheduling, maintenance of equipment and facilities, preparation of maintenance plans for all equipment and facilities, accident and claims investigation, and as requested, capital planning, preparation of technical specifications, service planning, procurement and capital project supervision.
3. Human resources and personnel related services consisting of employee hiring, training, safety, compensation, labor relations and labor contract negotiations and grievance

administration.

4. Financial management services consisting of purchasing, inventory control, financial reporting and forecasting, performance monitoring and planning, and compliance with FTA regulations, including assistance with NTD reporting, capital and operating assistance grant reporting, and administration of DBE/WBE, EEO and Civil rights procedures and third party contracts.
5. Upon assuming responsibility for the operation of the transit system the Contractor will be required to conduct an assessment of all current management policies and procedures and system productivity and present the findings to BAT no later than October 31, 2012 which shall include recommendations for improvements and productivity metrics and benchmarks.

(C) The contractor will be responsible for all costs associated with employment of the resident General Manager and other personnel, subcontractors and/or consultants (if any) employed pursuant to paragraph A.1 above.

The contractor will be responsible for all corporate taxes, fees, and overhead expenses of the company not directly related to the day-to-day operation of the transit system (as an example but not limited to, corporate income taxes and the preparation of corporate tax returns).

The General Manager will be required to be on-site full time for two weeks prior to June 30, 2012 to arrange for the transition to the successful firm. The costs of this and all mobilization activity prior to July 1, 2012 shall be paid by the contractor and will not be an eligible operating expense.

III. FACILITIES AND SERVICES TO BE PROVIDED BY BAT

BAT will provide overall policy direction and oversight of the performance of the contractor through its Administrator or other designated staff member(s). BAT will provide the contractor with all working capital usually in the form of monthly or weekly cash advances, equipment and facilities necessary for the operation of the system, including, but not limited to transit vehicles, support and maintenance vehicles, shop equipment, fare collection system, maintenance and operations facility, communication equipment, computer and IT systems.

IV. INSURANCE AND HOLD HARMLESS

BAT will purchase and maintain **Commercial Liability, Automobile Liability - fleet and service vehicles, Garage Keepers and Property** insurance as described in the attached schedule of insurance, Appendix D. The Contractor shall be included as an additional insured party on these policies. Additional insurance will be provided as BAT may determine is necessary.

The Contractor will be required to purchase and maintain **Workers Compensation, Employee Benefit Liability, Crime & Employee Dishonesty, and Employment Practices Liability** insurance at such limits of liability and deductibles as are determined to be adequate by agreement of the Contractor and BAT. The reasonable and necessary cost of premiums for these policies and any other policy required by law will be an eligible operating expense as defined in Article VII of the Form of Agreement.

Additional insurance and hold harmless requirements are described in Section O of the attached Form of Contract.

The Contractor will be required to provide and maintain a **performance bond** with surety acceptable to BAT equal to the amount of the first year management fee.

V. FUEL

BAT will provide all fuel required for the operation of all BAT owned vehicles. Diesel fuel for transit vehicles is purchased directly by BAT. Fuel for other BAT vehicles is an eligible operating expense.

VI. OPERATING FUNDS

The Authority will advance the Contractor all funds necessary to meet current cash expenditures for eligible operating expenses of the service including, but not limited to, payroll and payroll related expenses, insurance and employee benefits, parts, supplies, lease contracts, license and software maintenance contracts, utilities, and other operating expenses approved by BAT with proper documentation. Funds will be advanced to a dedicated account(s) as approved by BAT at least monthly.

IIX. PROPOSAL CONTENT

All proposals shall include at a minimum the following elements in the order listed below:

1. A **letter of introduction** identifying the proposing firm, mailing address, name of a contact person and phone, fax and e-mail. Describe the business organization, including the legal status of the firm, the state of incorporation, and the location of its principal office.
2. Identify **the proposed resident management team**. Describe the transit management knowledge, experience and accomplishments of the proposed general manager and other management support staff to be available during the contract.* Attach a resume of each person identified.
3. Identify any **subcontractors or consultants** to be used in performing any services required hereunder. For each subcontractor or consultant, provide a description of the scope and nature of service to be provided together with a summary of their experience, qualifications and availability. If the proposer expects to have the fees for the identified subcontractor or consultant reimbursed outside of the proposed management fee the proposer must attach a schedule of those costs as well as the expected gross annual expense to the Management Fee Proposal Form – Appendix I.
4. Identify **all transit systems presently managed** or operated by the proposing firm. Provide the names and locations of transit systems operated or managed by the contractor where the management contract was either not renewed or canceled within the last five years. Describe the circumstances or explanation for the non-renewal or cancellation.
5. Describe **the management approach** to be taken with particular attention given to how the Offeror will integrate or revise the existing organizational structure of the BAT fixed route service and personnel into its proposed management structure, policies and procedures.
6. Describe any **management or technological innovations** successfully implemented by the Offeror at other transit properties that would be implemented at BAT. Please identify and, to the extent possible, quantify the likely benefits, savings or service improvements that will result.
7. Describe any **other resources, support services and expertise** that the proposing firm will provide to the resident General Manager and resident management team, e.g., training, mentoring, firm resources, etc. without additional cost to BAT.
8. Describe **any optional services** that will be available to BAT during the contract period. If such optional services are in addition to the cost disclosed in the management fee proposal form,

indicate the estimated charges to BAT for such optional services.

9. Describe **your civil rights, DBE participation and EEO** experience.
10. **Related Party Disclosure** – A proposer is required to disclose any “Related Party” that it may seek to use, engage, employ or compensate, and receive reimbursement outside the fixed management fee during the contract period. “Related parties consist of all affiliates of an enterprise, including (a) its management and its immediate families, (b) its principal owners and their immediate families, (c) its investments accounted for by the equity method, (d) beneficial employee trusts that are managed by the management of the enterprise, and € any party that may, or does, deal with the enterprise and has ownership of, control over, or can significantly influence the management or operating policies of another party to the extent that an arm’s-length transaction may not be achieved.”
11. **Management Fee Proposal Form** included in Appendix I with a schedule of all additional costs.
12. **Required Certifications**-see Appendix I.
13. Provide three **professional references** for the General Manager.

** When describing knowledge and experience of the proposed General manager the proposer should pay particular attention to general manager’s experience in the following areas:*

- a. *Management of a unionized fixed route transit system.*
- b. *Customer Service Programs including outreach related to the Limited English Proficiency population.*
- c. *Development of equipment specifications and procurement.*
- d. *Successful implementation of transit productivity improvements and innovative management tools and technologies. .*
- e. *Driver training, including safety training, accident investigation, and drug and alcohol testing programs.*
- f. *Fleet and facility maintenance policy and procedure.*
- g. *Scheduling, dispatching and run cutting.*
- h. *Labor relations and personnel management in a union environment.*
- i. *Financial management and budgeting.*

IX. EVALUATION CRITERIA

The following criteria will be used in evaluating proposals submitted in response to this solicitation. The criteria are listed in order of importance. The maximum score is 170 points.

1. Qualifications and Experience of Identified Resident General Manager, with emphasis on the General Manager's experience in the following: Maximum score: 50 points.

- a. *Management of a unionized fixed route transit system.*
- b. *Customer Service Programs including outreach related to the Limited English Proficiency population.*
- c. *Development of equipment specifications and procurement.*
- d. *Successful implementation of transit productivity improvements and metrix, and innovative management tools, technologies and transit management best practices.*
- e. *Driver training, including safety training, accident investigation, and drug and alcohol testing programs.*
- f. *Fleet and facility maintenance policy and procedure.*
- g. *Scheduling, dispatching and run cutting.*
- h. *Labor relations and personnel management in a union environment.*
- i. *Financial management and budgeting.*
- j. *Civil rights, DBE, EEO and LEP.*

2. Proposed Fixed Management Fee and other identified costs for the Five Year Contract Period. Maximum score: 50 points.

The firm with the lowest total five year management fee including other identified and verifiable costs or cost savings will receive the maximum score of 50 points.

3. Qualifications and Experience of the Proposer: Maximum score: 40 points.

- a. *experience with management of similar sized transit system,*
- b. *successful use of technology, performance metrics, best practices and other innovative management practices that have resulted or can be shown to likely result in improved service delivery and/or lower cost.*

- c. Support services and resources available to the resident management team without additional cost the BAT.
- d. knowledge of applicable federal, state and local requirements associated with the provision of public mass transportation service.

- 4. **References for the proposed General Manager.** **Maximum score: 10 points.**
- 5. **References for the Offeror.** **Maximum score: 10 points.**
- 6. **Civil rights, DBE, EEO and LEP experience.** **Maximum score: 10 points.**

X. EVALUATION PROCESS

Proposals will be evaluated in accordance with BAT'S Procedures for Evaluating Competitive Negotiated Proposals.

Only those Offerors determined by BAT to be responsible and qualified will be evaluated. Offerors found to be non-responsible and/or not qualified will be notified in writing. BAT may allow such a non-responsive Offeror to provide additional information to be reconsidered if it will not prejudice the other Offerors.

Proposals from responsive and qualified Offerors will be evaluated and scored in accordance with the evaluation criteria stated in the RFP by an evaluation committee selected by the BAT Administrator. The committee will review and score the proposals, participate in any interviews, and make a recommendation to the BAT Administrator. The BAT Administrator may participate in the evaluation and interview process.

The evaluation committee has the right to request additional information from any proposer at any time during the evaluation and selection process. Failure to provide the requested information may result in the disqualification of a proposer. The committee will conduct interviews of all proposers determined after an initial scoring to be within a competitive range. Proposers may be requested to provide a best and final offer prior to the conclusion of the

evaluation process.

A final score and ranked list of all proposers will be forwarded by the evaluation committee to the BAT Administrator after the completion of the interviews and evaluation process. The evaluation committee may recommend that BAT negotiate with one or more proposers, or recommend that BAT award a contract to a specific proposers.

Notwithstanding the recommendations of the panel, the BAT Administrator reserves the right of final selection to itself, subject to satisfactory conclusion of negotiations.

Any attempt by a proposer or agent of the proposer to influence the selection process will be documented by BAT and may cause the immediate disqualification of the proposer.

XI. CONTRACT NEGOTIATIONS

Upon receipt of the recommendation of the evaluation committee the BAT Administrator may make a selection based on the recommendation without negotiation with any proposer.

If, as a result of the evaluation of the proposals, the BAT Administrator determines that more than one proposer is within a competitive range, BAT will negotiate with all proposers within the competitive range – that is, with all proposers that BAT determines have a reasonable chance of being selected for award based on the professional, technical and cost elements of their proposals, supplemental information and interviews. All proposers will be notified of the final selection and A Notice of Award will be issued. The Notice of Award will be conditional on the final execution of a contract within the procurement schedule included in the RFP.

BAT will enter into contract negotiations with the selected proposer with the goal of developing a fixed fee contract for a maximum of five years. The contractor's proposal and the attached draft contract (Appendix G) shall form the basis of those negotiations. BAT reserves the right to negotiate over all aspects of the proposal. BAT does not anticipate modifying the form of contract unless a proposer can clearly demonstrate that a disputed provision prohibits the proposer from fulfilling its obligation to BAT.

All other proposers will be notified of the outcome of the selection process and given an

opportunity for a debriefing, if requested.

XII. SUBMITTING PROPOSALS

Eight (8) copies of the proposal should be mailed or delivered to:

Reinald G. Ledoux, Jr., Administrator
Brockton Area Transit Authority
155 Court Street
Brockton, MA 02302

prior to 2:00 p.m. March 21, 2012, proposals will not be publicly opened. All proposals will be deemed confidential and proprietary during the selection process, subject to the laws of the Commonwealth of Massachusetts and the United States of America.

Required Submittals: Proposals shall be limited to 25 pages, excluding the resumes, Management Fee Proposal Form, Required Certifications and other attachments required by BAT as part of this solicitation.

All proposals must be in sealed envelopes (packages) and clearly marked "PROPOSAL FOR BAT MANAGEMENT SERVICES". Proposals received after the above noted deadline will be rejected and returned unopened after contract execution.

Any correspondence or questions regarding this Request for Proposals should be directed to the above address no later than March 1, 2012. All answers to any written questions and copies of any additionally requested documents, will be distributed to all firms that receive a request for proposals. Answers resulting from the pre-proposal conference will also be forwarded to all firms at the same time as BAT responds to written questions.

Disadvantaged Business Enterprises are encouraged to respond to this solicitation and will be afforded full opportunity to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, disability, national origin or veteran's status in consideration for an award. Further, any contracts entered into with the Proposer pursuant to this request will include provisions to assure compliance with applicable civil rights regulations.

Issuance of the Request for Proposals does not commit BAT to award a contract, to pay any costs incurred in preparation of the proposals in response to this request, or to contract for services or supplies. BAT reserves the right to reject any and all proposals, in whole or in part, to waive any formalities, and to re-advertise or to discontinue this process without prejudice.

XIII. BID PROTEST PROCEDURES – APPENDIX E

The appeals process and protest procedures for third party contract awards, which will govern any appeals arising out of this procurement, is attached as Appendix F to this request for proposals.

XIV. REQUIRED CERTIFICATIONS – APPENDIX I

The certifications must be completed and submitted with each firm's proposal. A proposal which does not include the required certifications will not be considered.

XV. CIVIL RIGHTS

The contractor must comply with the provisions of Title VI of The Civil Rights Act of 1964, as amended, and all applicable federal regulations including 49 CFR Part 21.

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APPENDICES

- A. BAT Mission Statement
- B. Current Fixed Route Workforce Census
- C. BAT Fleet Inventory
- D. Schedule of Insurance
- E. BAT Bid Protest Procedures
- F. Supplemental Terms and Conditions
- G. Form of Contract
- H. Management Fee Proposal Form
- I. Required Certifications
- J. Current fixed route schedules and notes.

APPENDIX A

BAT MISSION STATEMENT

Mission Statement

To proudly serve and be recognized as an innovative regional transit authority by providing safe, reliable and efficient service to our customers, clients and communities while....

“achieving maximum effectiveness in complementing other forms of transportation in order to promote the general, economic and social well-being of the area and of the Commonwealth.” (MGL ch. 161b)

Authority Objectives

In fulfilling the Mission we will be to our:

Customers and clients: responsive, respectful, friendly, safe, accessible, affordable and dependable.

Community: a concerned and responsible entity that supports community activities through both organizational and personal involvement.

Employees: an employer that provides a working environment that recognizes and rewards employee contributions and initiatives; opportunities for personal growth and career advancement; and encouragement for effective and open communication and employee involvement.

Operators: a provider of resources to support levels and quality of service determined by the authority to be reasonable, necessary and consistent with contractual and regulatory obligations.

Regulators and Funding Sources: a well run fiscally responsible authority that operates with prudent business policies and practices.

APPENDIX B

CURRENT FIXED ROUTE WORKFORCE CENSUS

WORKFORCE ANALYSIS

DEPARTMENT/JOB TITLE	ALL EMPLOYEES			MINORITY EMPLOYEES		
	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL
1. ADMINISTRATION						
General Manager	1		1			
Human Resources Manager	1	0	0			
Safety/Training Manager	1		1			
Finance Manager		1	1			
Office/Administration		1	1			
Part-Time Payroll Clerk		1	1			
Security Guards (Part-Time)	1		1			
2. OPERATIONS						
Assistant G.M. Operations	1		1			
Operations Shift Supervisor	4	1	5			
Part-Time OSS	1	2	3	1	1	2
Operators	40	14	54	18	6	24
Part-Time Operators	8	4	12	7	3	10
3. MAINTENANCE						
Assistant G.M. Maintenance	1		1			
Supervisor	2		2			
Maintenance Clerk		1	1		1	1
Mechanics	9		9			
Mechanics (Part-Time)	0		0			
Building Maintenance	1		1			
Body Shop	2		2			
Utility	4	1	5	4		4
Utility (Part-Time)	3		3	2		2
Parts	1		1			
Parts (Part-Time)	0		0			
Totals	80	26	106	32	11	43

By: _____

FOR EAST COAST TRANSIT

Submitted: _____

For the Month of: _____

Jan-12

APPENDIX C

BAT FLEET INVENTORY

BROCKTON AREA TRANSIT AUTHORITY

Fleet 12/31/11

DESCRIPTION

VIN #

PARATRANSIT

2005 DAB Ford Eldorado	1FDXE45P45HA60154
2005 DAB Ford Eldorado	1FDXE45P15HA60158
2005 DAB Ford Eldorado	1FDXE45P65HA60155
2005 DAB Ford Eldorado	1FDXE45PX5HA60157
2005 DAB Ford Eldorado	1FDXE45P85HA60156
2005 DAB Ford Eldorado	1FDXE45P25HA60153
2006 DAB Ford Eldorado	1FDXE45PX6DB42043
2007 DAB Ford Eldorado	1FDXE45P16DB42044
2007 DAB Ford Eldorado	1FDXE45P36DB42045
2007 DAB Ford Eldorado	1FDXE45P56DB42046
2007 DAB Ford Eldorado	1FDXE45P76DB42047
2007 DAB Ford Eldorado	1FDXE45P96DB42048
2007 DAB Ford Eldorado	1FDXE45P36DB37220
2007 DAB Ford Eldorado	1FDXE45P56DB37221
2007 DAB Ford Eldorado	1FDXE45P76DB37222
2008 DAB Ford Eldorado	1FD4E45P78DA35537
2008 DAB Ford Eldorado	1FDX4E4P98DA35538
2008 DAB Ford Eldorado	1FD4E45P08DA35539
2008 DAB Ford Eldorado	1FD4E45P78DA35540
2008 DAB Ford Eldorado	1FD4E45P58DA35536
2008 DAB Ford Eldorado	1FD4E45P08DA35542
2008 DAB Ford Eldorado	1FD4E45P28DA35543
2009 Starcraft Allstar	1FDFE45PXPDA90994
2009 Starcraft Allstar	1FDFE45P89DA90993
2009 Starcraft Allstar	1FDFE45P59DA90995
2009 Starcraft Allstar	1FDFE45P59DA90997
2009 Starcraft Allstar	1FDFE45P49DA90991
2009 Starcraft Allstar	1FDFE45P69DA90992
2008 Starcraft Allstar Rockland	1FDFE45PX9DA91000
2003 DAB Ford E450 Eldorado Rocklan	1FDWE45F13HA70673
2003 DAB Ford E450 Eldorado	1FDWE45F53HA70675
2003 DAB Ford E450 Eldorado	1FDXE45F53HB58324
2003 DAB Ford E450 Eldorado	1FDXE45F33HB58323
2003 DAB Ford E450 Eldorado	1FDXE45F13HB48471
2003 DAB Ford E450 Eldorado	1FDXE45F33HB48472
2003 DAB Ford E450 Eldorado	1FDXE45F53HB48473
2003 DAB Ford E450 Eldorado	1FDXE45F13HB58322
2002 DAB Minibus Ford 450	1FDXE45F21HA93964
2009 Star E450 Allstar Whitman COA	1FDFE45F99DA90999
2009 Ford Cutaway Easton COA	1FDWE35239DA73470
2011 E350 Ford Shepard Easton COA	1FDEE3FL5BDB09605
2008 Ford 450 Cutaway Easton COA	1FD4E45S88CB35022
2000 Ford Eldorado Mini Stough COA	1FDXE40F6XHC34971
2010 E350 Ford Shepard Stough COA	1FDEE3FL3BDB05696
2007 Ford Econoline E Bridge COA	1FTSS34L070A63885

	2007 DAB Ford Eldorado Stough COA	1FDXE45P36DB20871
	2003 Easton COA Van	2D7LB311Z03K526434
*	2003 Dodge maxivan Avon COA	2D7LB31Z43K526422
	2011 E350 Ford Shepard Avon COA	1FDEE3FL1BDB05695
	2006 Ford Cutaway Stoughton COA	1FDSE36LX6DA72285
	2002 Dodge Maxivan Stoughton COA	2B7LBB1Z92K126638
	2004 Ford Eldorado Whitman Coa	1FDXE45F23HB58331
	2007 DAB Ford Eldorado BSU	1FDXE45P96DB37223
*	1995 Dodge Van BSU	2B7KB3127SK561461
	FIXED ROUTE	
	2001 BAT Bus-Trolley	2D9P2132111070557
	2005 Gillig Bus	15GGB291951075077
	2005 Gillig Bus	15GGB291051075078
	2005 Gillig Bus	15GGB291251075079
	2005 Gillig Bus	15GGB291251075080
	2005 Gillig Bus	15GGB291051075081
	2005 Gillig Bus	15GGB291251075082
	2005 Gillig Bus	15GGB291451075083
	2005 Gillig Bus	15GGB291651075084
	2005 Gillig Bus	15GGB291X51075086
	2005 Gillig Bus	15GGB291151075087
	2006 Gillig Bus G29B102	15GGB291761076875
	2006 Gillig Bus G29B102	15GGB291961076876
	2006 Gillig Bus G29B102	15GGB291061076877
	2006 Gillig Bus G29B102	15GGB291261076878
	2006 Gillig Bus G29B102	15GGB291261076879
	2006 Gillig Bus G29B102	15GGB291261076880
	2006 Gillig Bus G29B102	15GGB291261076881
	2006 Gillig Bus G29B102	15GGB291261076882
	2007 Gillig Lowfloor 40'	15GGD271071078241
	2007 Gillig Lowfloor 40'	15GGD271971078240
	2007 Gillig Lowfloor 40'	15GGD271271078239
	2007 Gillig Lowfloor 40'	15GGD271271078242
	2007 Gillig Lowfloor 40'	15GGD271471078243
	2007 Gillig Lowfloor 40'	15GGD271671078244
	2010 Gillig	15GGD2719A1177924
	2010 Gillig	15GGD2719A1177925
	2010 Gillig	15GGD2719A1177926
	2010 Gillig	15GGB3013A1178282
	2010 Gillig	15GGB3015A1178283
	2010 Gillig	15GGB3017A1178284
	2010 Gillig	15GGB2712A1178323
	2010 Gillig	15GGB2714A1178324
	2010 Gillig	15GGD2715A1178407
	2010 HCCB DATTCO	4DRASAALXAH216532
	2010 HCCB DATTCO	4DRASAAL4AH184824
	1989 MCI 102AW3 P&B	1M8HDM7A9KP042949
	1989 MCI 102AW3 P&B	1M8HDM7A7KP042951
	1989 MCI 102AW3 P&B	1M8HDM7AOKP042953
	1989 MCI 102AW3 P&B	1M8HDM7A4KP042955

	1996 RTS T80206	4RKMDTGA6TR831100
	1996 RTS T80206	4RKMDTGA8TR831101
	1996 RTS T80206	4RKMDTGAXTR831102
	1996 RTS T80206	4RKMDTGA1TR831103
	1996 RTS T80206	4RKMDTGA3TR831104
*	1996 RTS T80206	4RKMDTGA5TR831105
	1996 RTS T70206 BSU	4RKPD TGAXTR831095
	1996 Nova T70206 BSU	4RKPD TGA1TR831096
	2010 HCCB DATTCO BSU	4DRASAAL2AH184823
	2010 HCCB DATTCO BSU	4DRASAAL6AH184825
	2010 HCCB DATTCO BSU	4DRASAAL2AH185115
	2011 HCCB DATTCO BSU	4DRASSKL7BH347892
	SUPPORT VEHICLES	
	2010 Ford Taurus	1FAHP2HW6AG104025
	2011 Ford 550 Service Truck	1FDUF5HTXBEB25861
	2005 FORD Hybrid Escape Veh	1FMYU96H25KE00917
	2006 Ford 500	1FAFP27176G161127
	2004 Chevrolet Large Svc. Truck	1GCHK29204E336706
	2001 Chevrolet Large Svc.Truck	1GCK39101E270975
	2000 Chevrolet-Small SvcTruck	1GCDT19WXY8253815
	2003 Ford Van	1FBSS3IL8YHA25548
	2009 Ford F350	1FDWX31R09EA79184
	1978 Front end loader, Michigan 1978	433B759CAC
	1978 Tractor, Kubota 1978	L245DT-52947
	1985 Forklift, Yale 1985	
	2004 Skid steer loader (looks like bobcat)	34943
	Contingency	
	1996 RTS T80206	4RKPD TGA2TR831091
	1996 RTS T80206	4RKPD TGA4TR831092
	1996 Nova T70206	4RKPD TGA6TR831093
*	Ready for disposal	

APPENDIX D

SCHEDULE OF INSURANCE

SCHEDULE OF YOUR CURRENT INSURANCE

PREPARED FOR:

3 Brockton Area Transit
155 Court Street
Brockton, MA 02302

A SERVICE OF:

AMITY INSURANCE AGENCY, INC.
500 Victory Road - Marina Bay
North Quincy, MA 02171
(617) 471-1220 * Fax (617) 479-5147

DATE PREPARED: October 3, 2011

COVERAGES	LIMITS	DEDUCTIBLE	COMMENTS	POLICY NO.	INSURANCE COMPANY	TERM	PREMIUM
COMMERCIAL PACKAGE							
PROPERTY			Locations on file with carrier	H6300276RS07TCT11	St. Paul Fire & Marine Ins.	5/10/11-5/10/12	\$ 51,420.00
Blanket Building & Pers. Prop.	\$ 12,971,962	\$ 5,000	90% Coinsurance				
- Valuation	Repl. Cost		Special form				
Extra Expense	90,000	\$ 5,000					
EDP Equipment	448,000	\$ 1,000					
EDP Data & Media	300,600	\$ 1,000					
Flood	1,000,000	\$ 100,000	Scheduled locs only				
Earthquake	10,000,000	\$ 100,000	Scheduled locs only				
Equipment Breakdown (Boiler & Machinery)	Included	\$ 5,000					
CRIME							
Employee Dishonesty	\$ 250,000	\$ 5,000					
Forgery or Alteration	\$ 250,000	\$ 5,000					
Computer Fraud	\$ 250,000	\$ 5,000					
Robbery or Safe Burglary							
- Inside Premises	\$ 50,000	\$ 1,000					
- Outside Premises	\$ 50,000	\$ 1,000					
GENERAL LIABILITY							
General Aggregate	\$ 3,000,000		Occurrence form				
Personal & Advert. Injury	\$ 2,000,000						
Each Occurrence	\$ 2,000,000						
Damage to Premises Rented	\$ 300,000						
Medical Payments	Excluded						
Abuse or Molestation							
- Each Offense Limit	\$ 1,000,000						
- Aggregate Limit	\$ 2,000,000						

COVERAGES	LIMIT	DEDUCTIBLE	COMMENTS	POLICY NO.	INSURANCE COMPANY	TERM	PREMIUM
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COMMERCIAL PACKAGE (Cont'd)

EMPLOYEE BENEFIT LIABILITY							
General Aggregate	\$ 3,000,000		Claims Made form				
Each Employee Limit	\$ 1,000,000	\$ -	Retro Date: None				
INLAND MARINE							
Contractors Equipment	\$ 180,496	\$ 1,000					
- Scheduled Items							
AUTOMOBILE LIABILITY (FLEET POLICY)							
Each Occurrence	\$ 5,000,000	\$ -	Liability - symbol 1	HA08109160P568	St. Paul Fire	5/10/11-5/10/12	\$ 699,601.00
Personal Injury Protection	\$ 8,000		Any Owned Auto		& Marine Ins.		Subject to Annual Audit
Uninsured Motorists							
- Each Person/Each Accident	\$ 20,000/40/000						
Underinsured Motorists							
- Each Person/Each Accident	\$ 20,000/40/000						
Comprehensive	Actual Cash Value	\$ 2,000	Any Owned Auto				
Collision	Actual Cash Value	\$ 2,000	Scheduled vehs only				
AUTOMOBILE LIABILITY (SERVICE VEHICLES)							
Each Occurrence	\$ 1,000,000	\$ -	Scheduled vehs only	BA8822P71811PUB	St. Paul Fire	5/10/11-5/10/12	\$ 22,755.00
Personal Injury Protection	\$ 8,000				& Marine Ins.		Subject to Annual Audit
Uninsured Motorists							
- Each Person/Each Accident	\$ 20,000/40/000						
Underinsured Motorists							
- Each Person/Each Accident	\$ 20,000/40/000						
Comprehensive	Actual Cash Value	\$ 2,000	Scheduled vehs only				
Collision	Actual Cash Value	\$ 2,000	Scheduled vehs only				
STORAGE TANK POLLUTION LIABILITY							
Per Pollution Incident Limit	\$ 1,000,000	\$ 5,000	7 tanks on schedule	179E021011001	American Safety	5/10/11-5/10/12	\$ 1,931.28
Policy Aggregate Limit	\$ 1,000,000		Claims Made form		Indemnity Co.		(incl Surplus Lines tax)
Defense Limit (in addition to)	\$ 250,000		Retro Date: 7/28/2010				

COVERAGES	THREAT	DEDUCTIBLE	COMMENTS	POLICY NO.	INSURANCE COMPANY	TERM	PREMIUM
EMPLOYMENT PRACTICES LIABILITY							
Each Claim	\$ 1,000,000	\$ 5,000	Claims Made form	EPL2001823K	Mount Vernon	7/1/11-7/1/12	\$ 1,680.00
Annual Aggregate	\$ 1,000,000		Retro Date: full prior acts		Fire Ins. Co.		
Third Party Liability	Included						
WORKERS COMPENSATION							
WC Benefits	Statutory	\$ -	Projected Payroll:	WCC5001608012011	Associated	8/1/11-8/1/12	\$ 792.00
Employers Liability:			Clerical Office -		Employers Ins. Co.		Subject to
Bodily Injury by Accident	\$ 500,000	\$ -	\$390,667				Annual Audit
Bodily Injury by Disease	\$ 500,000						
- Each Employee	\$ 500,000						
- Policy Limit							

APPENDIX E

BAT BID PROTEST PROCEDURES

APPENDIX E

October, 2008

BROCKTON AREA TRANSIT AUTHORITY BID PROTEST PROCEDURES

The following Bid Protest Procedures are established pursuant to the requirements set forth in FTA Circular 4220.1F, Third Party Contracting Requirements. These procedures apply to BAT FTA assisted procurements which are competitively solicited.

A. PRIOR TO OFFER OPENING

1. Protests concerning a procurement (by a prime contractor or an adversely affected subcontractor) must be in writing and received by BAT not less than seven (7) full days before the deadline for receipt of proposals or bids unless a different deadline is established in the procurement documents.
2. Upon receipt of a protest, the contract officer will determine if the offer opening should be postponed. If offer opening is postponed, BAT will notify all prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and that offer opening is postponed until BAT has issued its decision. Appropriate addenda will be issued rescheduling offer opening.
3. Any protest to BAT may be withdrawn at any time before BAT has issued its decision.
4. The contract officer's decision on any protest will be in writing and is final. BAT will respond, at least generally, to each material issue raised in the Protest.

B. AFTER OFFER OPENING

1. Protests received after the deadline for receipt of proposals or bids will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by an offeror or bidder prior to the deadline. The protest must be in writing and be received by BAT before execution of the resulting contract.
2. Upon receipt of the protest, the contract officer will immediately determine if the execution of the contract should be postponed. If it is postponed, BAT will notify all

offerors or bidders that a protest has been filed and that execution of the contract is postponed until BAT has issued its decision.

3. A protest to BAT may be withdrawn at any time before BAT has issued its decision.
4. BAT's decision on a protest will be in writing and is final.

C. AFTER AWARD

1. Protests from an offeror or bidder after a contract has been awarded will not be considered.

D. PROTESTS TO THE FEDERAL TRANSIT ADMINISTRATION

1. Under certain circumstances, an interested party may protest to FTA pursuant to FTA Circular 4220.1F Third Party Contracting Requirements.
2. The protester must exhaust its administrative remedies by pursuing these protest procedures to completion before appealing BAT's decision to FTA.
3. A protest must be delivered to FTA Regional Administrator or Associate Administrator within five (5) working days of the date the protester has received actual or constructive notice of BAT's final decision.
4. FTA may entertain a protest that alleges the grantee failed to have or follow written protest procedures, or its failure to review a complaint or protest, or violations of Federal law or regulations.

E. APPEALS

1. Except as provided above, there are no further administrative appeals available. In certain circumstances judicial remedies may be available to aggrieved parties.

APPENDIX F

SUPPLEMENTAL TERMS AND CONDITIONS TRANSPORTTION SERVICE CONTRACTS

BROCKTON AREA TRANSIT AUTHORITY
SUPPLEMENTAL TERMS AND CONDITIONS
FTA ASSISTED PROCUREMENT
TRANSIT OPERATIONS/MANAGEMENT CONTRACTS

Revised December, 2011

By submitting a proposal the responder agrees to comply with all applicable requirements referenced below and to execute any certification or assurance cited herein whether included with the solicitation documents or not. It is the intent of BAT to comply with all current required FTA terms and conditions, FTA C 4220.1F and any revisions, amendments or additions to the following required terms and conditions are incorporated herein by reference.

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15

passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(f)

49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract

to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of

1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

By submitting a bid or offer exceeding \$100,000 the bidder or offeror certifies that

to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

to the provisions.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

The following termination provisions are applicable to any contract awarded pursuant to this solicitation only to the extent that the following provisions do not conflict with termination language contained in the form of contract executed by BAT and the contractor.

a. Termination for Convenience (General Provision) The BAT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to BAT to be paid the Contractor. If the Contractor has any property in its possession belonging to the BAT, the Contractor will account for the same, and dispose of it in the manner the BAT directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BAT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BAT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BAT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The BAT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to BAT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from BAT setting forth the nature of said breach or default, BAT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BAT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that BAT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by BAT shall not limit BAT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The BAT, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BAT may terminate this contract for default. The BAT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BAT may terminate this contract for default. The BAT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the BAT, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and BAT shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BAT.

PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BAT's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the

[title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by BAT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BAT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BAT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BAT, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any

contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1f

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the

event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Parts 653 and 654

Introduction

FTA's drug and alcohol rules, 49 CFR 655 and 49 CFR 40 are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 655 and 40. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and Part 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts, or BAT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 40 and to submit the Management Information System (MIS) reports before February 28th to BAT's General Counsel unless otherwise directed. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

End of Document

APPENDIX G

FORM OF CONTRACT

**APPENDIX G
AGREEMENT FOR
FIXED ROUTE TRANSPORTATION MANAGEMENT SERVICES
BETWEEN
BROCKTON AREA TRANSIT AUTHORITY
AND**

This Agreement made this ____ day of _____, 2012 by and between the Brockton Area Transit Authority, a body politic and political subdivision of the Commonwealth of Massachusetts established pursuant to the provisions of MGL c.161B, having a usual place of business at 155 Court Street, Brockton, Massachusetts (herein after "BAT" or "Authority"), and _____ (hereinafter "Contractor") is a corporation duly organized and existing and having a regular place of business at _____.

WHEREAS, BAT desires to engage Contractor to provide the management, supervision and operation of a fixed route transportation service within the City of Brockton, the Towns of Avon, Stoughton and such other municipalities as may be determined by BAT during the term of the Agreement.

NOW THEREFORE, BAT and Contractor, in consideration of the mutual covenants, agreements and provision hereinafter contained, have agreed and do hereby agree as follows:

ARTICLE I: Employment of the Contractor

BAT hereby engages Contractor, and Contractor hereby agrees to perform the services hereinafter set forth, subject to the terms and conditions of this Agreement.

ARTICLE II: Obligations and Agreements of Contractor

A. Contractor agrees to furnish management services required by BAT as necessary for the efficient operation of fixed route public transportation services and facilities as assigned to it by BAT under policies, standards, and procedures established by BAT, including all routes, schedules, service policies and fares as BAT may require (hereinafter the "fixed route transit system").

B. Contractor shall operate and maintain the BAT fixed route fleet and support vehicles which shall consist of transit and support vehicles assigned to the Contractor by BAT as necessary to meet the Contractor's obligations pursuant to this Agreement. The current fixed route fleet assigned to the Contractor is specified in the attached fleet roster. BAT reserves the exclusive right to assign additional vehicles and/or to remove vehicles from the fleet roster at any time during the term of this agreement. The Contractor acknowledges that BAT contracts with other operating entities that provide fixed route, deviated fixed route and paratransit services

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utilizing BAT vehicles, equipment and facilities.

C. Contractor shall maintain the fixed route fleet, electronic fare collection system, and such other vehicles as BAT may request in good repair, mechanical condition and working order throughout the term of this agreement. Presently the Contractor will also maintain the Dial-A-BAT paratransit fleet (approximately 35 mini buses), the Bridgewater State University fleet (approximately 4 mid-duty transit vehicles) and the Rockland deviated tour service (2 mid-duty transit vehicles). BAT reserves the exclusive right to determine which vehicles are to be maintained by the Contractor. The Contractor shall surrender the BAT fixed route fleet to BAT at the termination of the Agreement, in as good condition as at the beginning of the term of this Agreement, reasonable wear and tear excepted.

D. Contractor shall maintain all BAT property and facilities as provided by BAT, including the BAT Intermodal Centre, Maintenance Facility, shop equipment, inventory, bus shelters, etc. in good repair, mechanical condition and working order. Contractor shall surrender all BAT property and facilities, etc. to BAT at the termination of the Agreement in as good condition as at the beginning of the term of this Agreement, reasonable wear and tear excepted.

E. Contractor, in addition to assuming the responsibility for operating the BAT fixed route transit system as determined by BAT, will cooperate in every reasonable way with the BAT staff in the preparation of all documents, reports, etc. requested by BAT for any reasonable purpose. Contractor will comply with all requests from BAT, it being the express agreement and understanding of the parties that BAT has a responsibility to direct the Contractor in such a way as to insure that the transit system operates efficiently and with a minimum burden on the Commonwealth, the municipalities constituting the Authority, and the Federal government,

F. Within the first one hundred twenty days of the term of this contract the Contract shall complete an analysis of system performance and management structure, policies and procedures and submit a recommendation to BAT identifying performance metrics and management practices aimed at improving overall system performance and effectiveness. Throughout the term of the contract the Contractor will utilize performance metrics and transit management best practices and will provide monthly reports to BAT of system performance effectiveness using metrics as specified by BAT.

G. In an effort to achieve a minimum burden on the Commonwealth, the municipalities constituting the Authority, and the Federal government, Contractor agrees:

1. to act as an agent for BAT in the lease or purchase of goods and services for use in the transit system pursuant to this Agreement only and is hereby authorized to utilize the BAT tax exempt status for that purpose only.
2. that all purchases of goods and services shall be made only after Contractor has obtained three (3) bids, where possible, on the item to be purchased. While these bids may be informal, (a telephone quote or a handwritten notation on the vendor's sales slip are satisfactory), BAT retains the right to refuse to pay for any item for which Contractor has failed to attempt to obtain three bids, where

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possible; provided, however, that Contractor may make purchases without going to bid when the item to be purchased can only be obtained from a single source; or in an emergency situation; or when the purchase is for less than \$1,000.00; or when BAT has previously approved a specific purchase. It is understood, however, that Contractor is responsible to make all purchases in the most efficient method possible and to determine that prices are fair and reasonable.

H. Contractor agrees that authorized officials of BAT, its member communities, the Commonwealth of Massachusetts, or the United States of America will be permitted to inspect and audit the books and records maintained by Contractor, provided only that such inspection or audit must be conducted within the normal working hours and at the place where such books and records are conveniently maintained. Contractor agrees that it will cooperate to the fullest extent possible to assist auditors employed by BAT to complete the annual audit and to comply with all reasonable requests and recommendations of said auditors. The Contractor will be required to confirm certain representations to BAT in conjunction with BAT's annual audit substantially similar to the representation letter attached hereto requiring two signatures. In the event of the termination of this Agreement before expiration of its term, Contractor shall furnish complete and final copy of all such records and accounts. Contractor shall assist BAT to the extent practicable, in compiling such additional data relative to operations as may be useful in transportation planning and programming.

I. The Contractor will furnish a General Manager who shall be selected and serve in that capacity with the approval of the BAT Administrator. The General Manager shall be responsible for the day-to-day management of the fixed route transit system and requirements of this Contract and shall report directly to the BAT Administrator. This paragraph shall not limit any of the Contractor's rights as the employer of the General Manager or limit the rights of the Contractor's officers and directors to manage the corporation and its employees.

J. The Contractor will not, directly or indirectly, increase the wages, salary, benefits, or other remuneration of any employees working in BAT's fixed-route system and chargeable as a reimbursable expense pursuant to this Agreement from levels in force as of the effective date of this Agreement or anytime during the term of this contract without the prior written approval of the BAT Administrator. This paragraph shall not limit any of the Contractor's obligations under applicable law, or existing and effective collective bargaining agreement.

K. The Contractor will not hire additional administrative or supervisory employees or temporary help, so as to increase the number of such employees or temporary help without the written approval of the BAT Administrator except in the event of an emergency or other extraordinary condition that makes it impractical to obtain prior approval of the BAT Administrator. Contractor will inform the BAT Administrator as soon thereafter as practical. The Contractor may hire such additional operators and mechanics as may be reasonably required to carry out the efficient operation of the system and provisions of this Agreement. All hiring, promotions, etc., must be in accordance with the Contractor's Civil Rights program(s), EEO, Affirmative Action Plan(s) and Title VI submissions and other programs submitted to the United States Government and Commonwealth of Massachusetts.

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L. The Contractor hereby adopts Standards of Conduct, as hereinafter set forth in this section, which are established for all employees not covered by a collective bargaining agreement, officers and directors so employed under the terms of this Agreement.

No employee, officer, agent or director of the Contractor shall:

1. accept other employment which will impair his/her independence of judgment in the exercise of his/her duties;
2. use or attempt to use his/her position to secure unwarranted privileges or exemptions for himself/herself or his/her family or others;
3. by his/her conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his/her favor in the performance of his/her duties, or that (s)he is unduly affected by the kinship, rank, position or influence of any party or person.

M. The parties acknowledge that the, Assistant General Manager of Maintenance, Comptroller, Safety Manager, and Assistant General Manager of Operations are key persons. If any such key person should leave the position or be unavailable on a regular, full-time basis for any reason for more than 60 days, Contractor will be required to furnish a qualified replacement acceptable to the BAT Administrator which approval will not be unreasonably withheld. If Contractor fails to provide a replacement acceptable to BAT, BAT will have the right to terminate this contract for cause pursuant to Article X.

N. It is the policy of BAT that its contractors and their employees comply with the highest legal and ethical standards in the conduct of its business affairs. All management level employees and non-union staff must comply with the Commonwealth of Massachusetts conflict of interest law, MGL c. 268A and c 268B and must complete the online training provided on the website (www.mass.gov/ethics) every two years.

O. The Contractor is required to disclose in advance any "Related Party" that it may seek to use, engage, employ, compensate, or provide any economic benefit, to be reimbursed by BAT outside of the management fee during the contract period. Related parties consist of any employee, subcontractor, supplier, or affiliate of the Contractor, including (a) its management, directors, and principal owners and their immediate families, (b) any entity, including corporation, partnership, proprietorship, LLC, business trust, or other enterprise managed by, controlled or principally owned by any member of the Contractor's management, directors, and principal owners and their immediate families, (c) any party that may, or does, deal with the enterprise and has ownership of, control over, or can significantly influence the management or operating policies of another party to the extent that an arm's-length transaction may not be achieved. All related party transactions must be approved in advance by the BAT Administrator.

P. The Contractor also acknowledges that BAT maintains the exclusive control of the fixed route transit system including, but not limited to vehicles, schedule, routes, timetable, service policies and passenger fares and fare policies. The Contractor cannot change or altered the fixed route system without the express written consent of BAT. Temporary changes from any approved schedule may take place under certain conditions e.g. construction detours, adverse weather, declared states of emergency, accidents or other unforeseen events. Temporary changes must be communicated to BAT as soon as practical. Operating a reduced schedule e.g. snow schedule must be approved by the BAT Administrator or his/her designee.

BAT shall have the exclusive right to add or remove revenue and support vehicles to/from the fleet assigned to the Contractor as BAT determines necessary for the operation of the fixed route service pursuant to this Contract.

The Contractor, by entering into this Agreement, acknowledges that the BAT logo, brand and other related aspects e.g. uniforms, paint schemes and designs are the sole and exclusive property of BAT and shall not be changed or altered without BAT's express written consent.

Q. Hold Harmless and Insurance requirements:

1. Contractor agrees to defend, indemnify, and hold BAT harmless and, if requested by BAT its consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons including Contractor's employees, or damage to or destruction of property, or any bond obtained for the same, arising out of or resulting from any act or omission, or alleged act or omission, of Contractor, its employees or agents, whether caused in part by a party indemnified hereunder.
2. Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
3. BAT shall purchase and maintain **Commercial Liability, Automobile Liability - fleet and service vehicles, Garage Keepers and Property** insurance as described in the attached schedule of insurance. The Contractor shall be included as an additional insured party on these policies using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 2010 (10 93) **AND** CG 20 37 (10 01) or CG2033 (10 01) **AND** CG2037 (10 01) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured contractor. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

4. The Contractor shall be required to purchase and maintain **Workers Compensation, Employee Benefit Liability, Crime & Employee Dishonesty, and Employment Practices Liability insurance** at such limits of liability and deductibles as are determined to be adequate by agreement of the Contractor and BAT. The reasonable and necessary premiums for these policies and any other policy required by law will be a reimbursable expense pursuant to Article VII of this Agreement.
5. BAT waives all rights of indemnification against the Contractor for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Prior to commencing its work the Contractor shall provide the BAT with a certificate of insurance evidencing the insurance required in paragraph 4 above. Under no circumstances is the contractor authorized to commence its work without providing the BAT with proof of adequate insurance.

R. Performance Bond:

The Contractor shall be required to provide and maintain a performance bond with surety in the amount of the first year management fee due pursuant to Article V below.

ARTICLE III: Payment of Operating Expenses

- A. BAT shall provide Contractor with adequate funds to meet its current cash expenses as described in Article VII below provided, however, that BAT shall reserve the right to refuse payment for any expenditure not reasonable and necessary for the efficient operation of the transit service described herein. BAT shall notify Contractor in writing of any item refused and state the reason for the refusal.
- B. By the 15th day of each month Contractor shall deliver to BAT a fairly presented statement of expenditures for the previous month and year-to-date. The financial statement shall include a statement of assets and liabilities, and statement of activities on behalf of BAT, and such supplementary information and detail (check registers, bills and other backup) as may be required by BAT and in any format, (e.g. hard copy, disk, electronic) as may be required by BAT. The statement of expenditures shall be prepared in accordance with the Federal Transit Administration's (FTA) Uniform System of Accounting and Records and Reporting Systems required under section 15 of the FTA Act.
- C. Contractor shall provide BAT no later than July 31st of each year an Annual Financial Statement of its activities on behalf of BAT. BAT may require Contractor to provide a Certified Financial Statement, cost and auditor to be paid for and selected by BAT.
- D. Contractor shall provide BAT, annually in conjunction with the annual audit a representation letter, substantially similar to the letter required by BAT's auditor of BAT. This [Type text]

letter shall be signed at a minimum, by the General Manager and the Assistant General Manager of Finance.

ARTICLE IV: Budget

Contractor shall prepare financial projections and annual budgets that shall contain such detail and supporting documentation as may be required by BAT. The Contractor agrees to make all efforts to remain within the Annual Budget established by the Administrator, and to inform the Administrator as soon as possible regarding any possible budget overruns including a description of the actions to be taken by the Contractor to bring expense within the approved budget.

ARTICLE V: Management Fee

A. Fixed Management Fee:

		<u>Annual</u>	<u>Monthly</u>
Year 1:	7/1/12-6/30/13	\$	\$
Year 2:	7/1/13-6/30/14	\$	\$
Year 3:	7/1/14-6/30/15	\$	\$
Option 1:	7/1/15-6/30/16	\$	\$
Option 2	7/1/16-6/30/17	\$	\$

The Management Fee shall be paid in twelve equal monthly installments payable on the first day of the following month beginning 8/01/12 provided that all necessary reports and financial backup has been received by BAT. Each monthly installment shall be paid directly to Contractor and shall not be included in Contractor's monthly requisition for payment or statement of Income and Expenses.

B. General Manager Compensation:

(1) The compensation including wages, benefits, pension, and employment related taxes and insurance (see paragraph (2) below regarding health insurance), and all other costs of the General Manager, except travel as provided below, shall be paid by the Contractor from the Management Fee referred to in paragraph A above or other sources and shall not be charged to BAT as a reimbursable operating expense pursuant to Article VII of this Agreement.

(2) The General Manager shall be eligible to participate in the health and dental insurance program provided other employees of the operating company, presently 75% employer paid. The 75% employer share of the premiums health and dental insurance for the General Manager shall be a reimbursable operating expense pursuant to Article VII of this Agreement.

(3) The Contractor shall be entitled to submit as a reimbursable expense all reasonable travel, lodging, food and other expenses incurred by the General Manager and employees of the operating company for BAT business related activity consistent with the GSA government travel reimbursement standards or BAT'S travel reimbursement policies then in force. All out of state and air travel to be reimbursed by BAT must have the prior written approval of the Administrator.

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(4) The Contractor shall maintain adequate records and backup receipts for all reimbursable travel expenses. The Authority reserves the right with prior notice to the Contractor to limit or restrict reimbursable travel as it determines appropriate.

(5) The Contractor shall be responsible for the proper reporting to any taxing authority the amount of economic or compensatory benefits derived by the general manager or any other contractor employee from the use of an Authority vehicle for non-business use in accordance with applicable IRS and state taxing authority regulations.

ARTICLE VI: Revenue

All income and revenue of any kind, including but not limited to farebox receipts, pass and ticket revenues, advertising fees, insurance recoveries, interest income, warranty claims, refunds, etc. shall be the property of BAT.

ARTICLE VII: Obligations of BAT

A. BAT shall assist the Contractor in every manner possible in carrying out its duties under this Agreement.

B. BAT shall not interfere with the management of operations of the transit system; provided, however, that BAT expressly reserves the right to be fully informed of every aspect of Contractor's operations, and to make suggestions from time to time on changes in Contractor's method of operation.

C. BAT will provide the Contractor with adequate working funds that shall be deposited in a "Regular Operating Checking Account," other "Special Accounts" as needed, and a "Payroll Account" that shall be used to pay all payroll, fringe, and all other reasonable and necessary "operating expenses" of the Transit System as defined below, under such procedures and controls as may be adopted by BAT. The ownership of said funds will remain with BAT.

D. Eligible Operating Expenses of the Transit System are all necessary and reasonable costs, expenses, and contractual obligations incurred by Contractor in connection with the operation and maintenance of the transit system, facilities and equipment as required pursuant to this Contract. All reasonable and necessary operating expenses of the transit system shall be paid by the Contractor from working funds provided by BAT. BAT's obligation to pay or reimburse the cost of all eligible operating expenses of the transit system shall survive the termination and/or expiration of this Agreement. BAT shall make available to the Contractor, within the agreed upon budget, sufficient working capital to cover the eligible operating expenses of the transit system. In no event shall the Contractor lend or advance funds on behalf of BAT to fund operating expenses of the transit system.

E. BAT will provide administrative, maintenance, and vehicle storage facilities, as well as all equipment, supplies and transit vehicles as may be reasonably necessary for the operation of the transit system. The Contractor shall keep all BAT facilities in good working order and condition, the cost of which shall be an eligible operating expense of the transit system. All property of any type either real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall be acquired at BAT's expense and shall become the property of BAT. The Contractor is also required to manage HVAC, grounds, carpentry, structural, electrical, mechanical (Plumbing), emergency repairs, vendor relations and management of maintenance personnel, the cost of which shall also be an eligible operating expense of the transit system. BAT agrees to pay any other approved reasonable operating expenses incurred by the Contractor pursuant to this Agreement.

ARTICLE VIII: Miscellaneous Provisions

A. Contractor will operate all BAT equipment in accordance with pollution control and safety standards as established from time to time by state and Federal governmental agencies.

B. Equal Employment Opportunity. In connection with the execution of the Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontractors for standard commercial supplies or raw materials.

C. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, Contractor will cooperate with BAT in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

D. Limited English Proficiency. Contractor shall work cooperatively with BAT to implement program(s) to reduce barriers to the transit system related to individuals who are not proficient in the English spoken and written language.

E. Independent Contractor. Contractor is an independent contractor and except as is contained in this Agreement an express provision limiting the rights or discretion of Contractor, all rights, functions and prerogatives of the management of Contractor formerly exercised or exercisable by Contractor remain vested exclusively in Contractor management. Without

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limiting the generality of the foregoing, Contractor reserves to itself the right to manage its business; to decide the number and location of its places of business; to decide all equipment and tools to be used; to decide the method and manner of operation; to determine hours, schedules, and assignments of work and work tasks; to determine the starting and quitting times; to require reasonable overtime; to maintain order and efficiency in its operation; to hire, lay off, transfer and promote employees; to determine the qualification and competency of employees; to require reasonable standards of performance; to direct the workforce; to determine and re-determine job content; to make and enforce such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its business; to discipline, demote and discharge employees.

ARTICLE IX: Related Laws and Regulations

It is expressly acknowledged by the parties that BAT is a subdivision of the Commonwealth of Massachusetts that receives funding from local, state, and Federal sources, and that all operations of BAT and Contractor are subject to the relevant laws of the member municipalities of the Authority, the Commonwealth of Massachusetts, and the United States of America. It is further acknowledged by the parties that BAT is now the grantee of certain Capital and Operating Grant contracts from the Federal Transit Administration, and is a party to certain contracts with Commonwealth of Massachusetts. This Agreement shall be subject to those laws, grant, contract, etc., and by any and all future contracts which BAT shall enter into with any government agency.

The assurances, certifications and standard terms and conditions contained in the request for proposal are incorporated herein by reference with the same force and effect as if fully set forth herein.

ARTICLE X: Term and Termination

A Term

The term of this Agreement shall be for three (3) years, commencing on July 1, 2012 and terminating on June 30, 2015. BAT shall have the sole and exclusive right to extend this contract for two additional one-year terms or any portion thereof by written notice to the Contractor at least 90 days prior to the end of the initial term or any extended term.

B. Termination for Lack of Funding

Notwithstanding the foregoing, BAT shall have the right to terminate this Agreement for lack of funding of the transit system. In the event that BAT terminates the contract for lack of funding of the transit system, it will give the Contractor, to the extent possible, ninety (90) days notice prior to said termination.

C. Termination for Convenience

BAT may terminate this contract, in whole or in part, at any time by ninety (90) days written notice to the Contractor. The Contractor shall be paid its costs, including reasonable contract closeout costs and management fee on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to BAT. The amount of contract damage shall be determined in accordance with the applicable Federal Acquisition Regulation in effect on the date of this Agreement.

D. Termination for Default

If the Contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, BAT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default, provided, however, that the Contractor shall have thirty (30) days within which to correct any default to the satisfaction of BAT.

E. General Manager Vacancy

If the General Manager should leave the position or be unavailable on a regular, full-time basis for any reason for more than sixty (60) days, BAT at its sole and exclusive option may, (1) terminate the contract pursuant to paragraph "C" above, or, (2) provide contractor the opportunity to nominate a replacement General Manager pursuant to the provisions of Article II, paragraph "M." Absence of a full-time General Manager or a full-time regular basis shall result in a reduction in the management fee related to the cost of the General Manager.

F. Duties Upon Termination: If this Agreement is terminated for any reason or is not renewed with Contractor, BAT shall assume or make arrangements for the assumption of any and all existing obligations or liabilities of the Contractor pursuant to management services and operation of the fixed route transit system under this Agreement and the furnishing of personnel necessary for the operation of the transit system, provided that such obligations or liabilities were incurred by the Contractor in compliance with the terms and conditions of this Agreement, including, without limitation, as being within the authority of the Contractor under this Agreement. Such assumption or liability shall not apply to obligations or liabilities arising out of or related to any the default of the Contractor under this Agreement or otherwise not consistent with the terms of this Agreement. The Contractor is required to cooperate with BAT and any successor management company selected by BAT in the transition of the operation, personnel and records, including personnel records, safety records, maintenance records, drug and alcohol testing records, etc., of the transit system to the successor management company. The Contractor shall cooperate with BAT and any successor management company in the defense of any and all claims, arbitrations, or lawsuits resulting from the Contractor's operation of the transit system, whether or not such claims are known on the date of termination of this Agreement. Cooperation shall include, but not be limited to, providing necessary records and witnesses requested by BAT. The Contractor shall be entitled to compensation for reasonable direct out of pocket expenses associated with the defense of any such claim. This paragraph shall survive the termination of this Agreement.

ARTICLE XI: Validity

In the event that any section, clause, paragraph or provision of this Agreement is declared invalid by a court of competent jurisdiction, such invalidity will not affect the validity of this instrument as a whole or any part thereof other than the part declared to be invalid.

ARTICLE XII: Assignment

Contractor may not assign, transfer, pledge or encumber in any way its right or interest in this Agreement without the prior written approval of BAT.

ARTICLE XIII: Breach of Conditions

In the event of breach of any of the conditions of this Agreement, in the event that Contractor shall default in any of its obligations thereunder, or in the event that Contractor should cease or suspend operations or commit or suffer an Act of Bankruptcy or become the subject of any petition under the Bankruptcy Act, BAT has the right, without notice or demand, to terminate this Agreement, to take immediate possession of BAT equipment and to remove same, provided that Contractor shall not be in breach or default of any provision of this Agreement for an inability to perform due to labor disputes, strikes, civil commotions, unavoidable casualties, or any circumstances or causes beyond Contractor's control. In such event, Contractor shall permit agents of BAT to enter its premises for the purpose of taking peaceful possession of said equipment. In the event of breach of any of the conditions of this Agreement, in the event BAT should default in any of its obligations thereunder, or in the event BAT ceases or suspends operations, Contractor has the right without notice or demand to terminate this Agreement.

ARTICLE XIV: Required Federal Terms & Clauses

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements. These requirements have no specified language, so FTA proffers the following language. (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until BAT, the State of Massachusetts, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

FEDERAL CHANGES

49 CFR Part 18

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation

those listed directly or by reference in the Master Agreement between Connecticut Department of Transportation and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 et seq

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Part 21

FTA Circular 4220.1F

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 23

This provision may be modified by specific DBE requirements stated in the solicitation documents for a particular procurement.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 11 %. No contract goal for DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as BAT deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful Bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BAT. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify BAT, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BAT.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49

CFR

Part

29

Executive Order 12549 and 12689

Applicable to contracts in excess of \$25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by BAT. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to BAT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Connecticut energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See www.state.ct.us/dpuc/ecmb for more information.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

SUPPLEMENTAL TERMS AND CONDITIONS

The BAT Supplemental terms and Conditions for Transportation Service Contracts are incorporated herein by reference with the same
Draft 02.03.2012

force and effect as if they were stated herein in writing.

ARTICLE XIV: Notices

All notices between the parties required under this Agreement shall be sent to:

To BAT at:

Reinald G. Ledoux, Jr.,
Administrator
Brockton Area Transit Authority
155 Court Street
Brockton, MA 02302

To Contractor at:

Or:

General Manager

1442 Main Street
Brockton, MA 02301

Signature page to follow.

IN WITNESSSSS WHEREOF the parties have hereto set their hands and seals this ____ day of _____, 2012.

BROCKTON AREA TRANSIT AUTHORITY

Seal:

By: _____
Reinald G. Ledoux, Jr., Administrator

CONTRACTOR

Seal:

By: : _____

Approved as to form:

By: _____
Charles C. Stevenson, BAT General Counsel

APPENDIX H

MANAGEMENT FEE PROPOSAL FORM

APPENDIX H

BROCKTON AREA TRANSIT AUTHORITY

RFP FOR MANAGEMENT SERVICES

MANAGEMENT FEE PROPOSAL FORM

TO: BROCKTON AREA TRANSIT AUTHORITY

155 Court Street

Brockton, MA 02302

Name of Proposer: _____

The undersigned hereby, offers and agrees to furnish the management services as stipulated in the Request for Proposal for Transportation Management Services.

The component elements of the management fee, including GM compensation , management support services, overhead rates, professional fees, and profit shall be explained and itemized on an attached sheet.

Year 1. For the period July 1, 2012 through June 30, 2013:

Monthly management fee: \$ _____/month
\$ _____/year.

Year 2. For the period July 1, 2013 through June 30, 2014:

Monthly management fee: \$ _____/month
\$ _____/year.

Year 3. For the period July 1, 2014 through June 30, 2015.

Monthly management fee: \$ _____/month
\$ _____/year.

Option Year 1. For the period July 1, 2015 through June 30, 2016:

Monthly management fee: \$_____/month
\$_____/year.

Option Year 2. For the period June 1, 2016 through July 30, 2017:

Monthly management fee: \$_____/month
\$_____/year.

Any anticipated extra cost services to be provided during the contract period not included in the management fee, e.g., legal, technical, accounting, must be disclosed on an attached sheet.

Date_____

NAME OF OFFEROR (Individual, Company, Corp.)

Authorized Signature for Offeror

Name and Title of Person Signing (Print)

Contact Person:_____

Address: _____

Phone:_____ FAX:_____

E-mail: _____

APPENDIX I

REQUIRED CERTIFICATIONS

APPENDIX I

REQUIRED CERTIFICATIONS

REVISED MASS. AND FEDERAL REQUIRED CERTIFICATIONS. THE ATTACHED CERTIFICATIONS MUST BE SUBMITTED WITH THE PROPOSAL.

BROCKTON AREA TRANSIT AUTHORITY

Bids or Proposals that are not accompanied by the following certifications will be rejected as non-responsive. The certifications will be deemed a part of the resulting contract. Other required provisions are contained in the Standard Terms and Conditions which is included in the solicitation package.

1. Non-collusion Affidavit
2. Civil Rights Certification
3. Massachusetts Tax Certification
4. Massachusetts Provision of Child Care Certification
5. Massachusetts Undocumented Worker Certification
6. DBE Participation - Unified Certification Program – Purchase of Goods and Services
7. Incorporation of FTA Terms and Conditions
8. Lobbying – All contracts exceeding \$100,000
9. Drug and Alcohol Testing Program Certification
10. Ineligible Bidders List
11. Primary Participant - Debarment

BROCKTON AREA TRANSIT AUTHORITY

1. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

_____, being first duly sworn, deposes and says that:

- (1) He/she _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or refrain from bidding in connection with such contract, or has in any manner, submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Brockton Area Transit Authority or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affiant.

Signature,

Name

Title

BROCKTON AREA TRANSIT AUTHORITY

2. CIVIL RIGHTS

Each contract SRTA enters into with a contractor, and each subcontract a prime contractor signs, includes the following statement by reference:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out the requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. @

Company: _____

By: _____ Date: _____

Name

Title

Signature: _____

BROCKTON AREA TRANSIT AUTHORITY

3. MASSACHUSETTS TAX CERTIFICATION

Section 49A of Chapter 62C of the Massachusetts General laws requires agencies and subdivisions of the Commonwealth to obtain the following certification from providers who furnish goods, services or real estate in excess of \$5,000.00 in any fiscal year.

Pursuant to M.G. L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Tax Identification No.

Name of individual or Corporate Name

Name and Title of Authorized Officer

Signature, Date

BROCKTON AREA TRANSIT AUTHORITY

**4. Commonwealth of MA Child / Daycare Certification
Contractor's Certification**

_____ (The contractor) hereby certifies that it is in compliance with Chapter 521 on the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations 102 CMR 12.00 promulgated pursuant thereto.

_____ There is a program for childcare in compliance with these regulations

_____ There are fewer than 50 fulltime people employed in this company

Name of Firm

Signature

Name and Title (Please print)

Date

102 CMR: OFFICE FOR CHILDREN

102 CMR 12.00: MINIMUM STANDARDS FOR CHILDCARE TUITION ASSISTANCE AND ON-SITE OR NEAR-SITE SUBSIDIZED CHILDCARE PLACEMENTS

Section

12.01: Introduction

12.02: Definitions

12.03: General Rules

12.04: Minimum Standards

12.01: Introduction

These standards adopted in accordance with St. 1990. C. 521 s. 7. As amended by St. 1991. C. 320. stress the commitment of state government to provide employees with affordable childcare for the purpose of allowing employees to be gainfully employed. Pursuant to St. 1990. C. 321. S. 7. As amended by St. 1991. C. 339. on and after July 1, 1991, no contract for goods and services of any type shall be awarded by the State or any of its authorities to an employer having 50 or more full-time employees unless the employer has established a dependent care assistance program ("DCAP") or cafeteria plan whose benefits include a DCAP. As alternatives to a cafeteria plan whose benefits include a DCAP, an employer may offer is employee's childcare tuition assistance or on-site or near-site subsidized childcare placements. In fulfilling its mandate to develop minimum standards for childcare tuition assistance and on-site or near-site subsidized Childcare placements; the Office for Children has developed 102 CMR 12.00.

12.02: Definitions

As used in 102 CMR 12.00, the following words shall have the following meaning unless the context otherwise requires:

Award. The notification to an employer of the State's decision to enter into a contract with said employer for the procurement of goods or services.

Child. A child of the employee under age 13 for whom the employee is entitled to claim an exemption on his or her federal income tax return: a dependent 13 years of age through 21 years of age inclusive for whom the employee is entitled to claim an exemption on his or her federal income tax return who is physically incapable of caring for himself or herself, and who regularly spends at least eight hours each day in the employee's household; or a child of the employee who is not a dependent but who regularly is in the employee's legal or physical custody for at least six months of the year.

Contract. A legally binding and enforceable written agreement to provide goods or services in consideration of compensation to be paid by the State. For the purposes 102 CMR 12.00, the term "Contract" shall not refer to:

- (a) grants-in-aid;
- (b) Provider Participation Agreements issued under the State's Medical Assistance (Medicaid) Program;
- (c) amendments, renewals, and extensions of contracts, as defined by applicable statutes and procurement regulations awarded, awarded prior to July 1, 1992;
- (d) procurement of goods or services pursuant to 802 CMR 2.28 (PD); or
- (e) procurement in which funds are earmarked by law for a specifically identified contractor or class of contractors.

Exempt Employer. Any employer who certifies that it employs fewer than 50 full-time (35 hours per week) employees on the date of the award of the contract.

Legal Childcare. Care and supervision of infants and children licensed pursuant to M.G.L. c. 39A or otherwise permitted by applicable law, arranged for the purpose of allowing the employee to be gainfully employed. Examples of such care and supervision include the following: in-home care providers, au pair services, care by relatives, homemaker services, family day care homes, group day care homes, day care centers, preschool programs, nursery schools, private kindergartens, before and after-school programs, temporary shelter care programs and programs which offer night care, and summer day camps for children.

Near-site. The childcare facility is within three miles or 15 minutes travel time, whichever is less.

On-site. On the premises.

Placement. A reserved slot at a legal childcare facility that meets the needs of the child(ren) of the employees.

Qualified Employer. An employer which certifies that it has established a dependent care assistance program which may be a cafeteria plan whose benefits include a dependent care assistance program, or Childcare tuition assistance, or on-site or near-site subsidized Childcare placements to its employees.

Qualifying Individual. A child of the employee under age 13 for whom the employee is entitled to claim an exemption on his or her federal income tax return; a dependent for whom the employee is entitled to claim an exemption on his or her federal income tax return who is physically or mentally incapable of caring for himself or herself, and who regularly spends at least eight hours each day in the employee's household; the employee's spouse who is physically

or mentally incapable of self-care and who regularly spends at least eight hours each day in the employee's household; or a child of the employee who is not a dependent but who regularly is in the employee's legal or physical custody for at least six months of the year.

Secretary. The Secretary of the State's Executive Office for Administration and Finance or his or her designee.

State: The Commonwealth of Massachusetts and any authority established as a public instrumentality of the Commonwealth of Massachusetts.

Subsidized Childcare. Childcare provided by an employer or another at less than the actual charge for childcare at that particular Childcare facility.

Tuition Assistance. Monetary assistance by an employer to or on behalf of employees toward the cost of providing Childcares. Such assistance may include vouchers, cash assistance, or reimbursement.

12.03: General Rules

- (1) General Rule. Except as provided in 102 CMR 12.03(2), the State shall not make an award of any Contract to an employer unless said employer is a Qualified or Exempt Employer.
- (2) Special Emergency. Notwithstanding the provisions of 102 CMR 12.03(1), the State may make an Award of a Contract to an employer which is neither Qualified nor Exempt upon certification by the procuring governmental unit and the Secretary that:
 - (a) failure to award a contract to the particular employer would pose a substantial threat to the life, health, safety, or welfare of persons or the protection of property;
 - (b) there is only one employer which, by virtue of unique capabilities or circumstances, proprietary technology, exclusive copyrights, patents or licenses, monopoly status (including all cases in which the contractor is a public department or utility), is qualified to deliver the goods or perform the services specifically required and failure to deliver the goods or perform the services specifically required would involve the health or safety of the people or their property; or
 - (c) requiring compliance with 102 CMR 12.03 would violate federal law, contravene the orders of a court of competent jurisdiction or cause the loss of federal funds.
- (3) Discrimination. Contributions or benefits provided pursuant to 102 CMR 12.04 shall not discriminate in favor of employees who are officers, owners, or highly compensated, or their dependents consistent with Internal Revenue Code Section 129. Discrimination will result in possible adverse action on the contract or a refusal to enter into a contract.

12.04: Minimum Standards

(1) Dependent care assistance program. A qualified employer which offers its employees a dependent care assistance program shall meet the requirements of Sections 125 or 129 of the Federal Internal Revenue Code of 1986 or any successor section, as amended and in effect for the taxable year.

(2) Minimum standard applicable to tuition assistance and on-site or near-site subsidized childcare placements. A qualified employer which chooses to offer to its employees either tuition assistance or on-site or near-site subsidized Childcare placements shall contribute in cash or in kind a minimum amount equal to at least .25% of the employer's annual gross payroll. For the purposes of 102 CMR 12.04(2), employee is defined as any person who is regularly scheduled to work for an employer for at least 17-1/2 hours per week.

REGULATORY AUTHORITY

St. 1990, c. 521, s. 7.; St. 1991, c. 329

BROCKTON AREA TRANSIT AUTHORITY

5. UNDOCUMENTED WORKERS

By signing this certification the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of the contract resulting from this solicitation; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such workers. The contractor understands and agrees that breach of any of these terms during the period of the contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Submitted by: _____
Name of Contractor

By: _____
Authorized Signature Title

Print Name: _____

Date: _____

BROCKTON AREA TRANSIT AUTHORITY

6. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

In connection with the performance of this Contract, the Contractor will cooperate with the Authority in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use his best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The bidder shall complete and submit this DBE Participation Certificate with its proposal. Is the proposer a disadvantaged minority or women-owned company certified by SOMWBA in accordance with the Unified Certification Program? If "Yes", please indicate below and attach a copy of your certification letter:

Yes: _____ No: _____

2. What percentage and dollar value of the total bid amount will be supplied by Certified DBE enterprises?

Disadvantaged Business Enterprise Participation: \$ _____ = _____ %

NOTE: If a DBE is to supply a percentage of a total bid amount, you must complete the attached DBE Identification and Information Form/Schedule of Participation.

I hereby certify that the above information is true and accurate to the best of my knowledge:

NAME : _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: **All DBE firms must be certified by the Massachusetts Office of Minority and Women Business Enterprises pursuant to the Unified Certification Program and the criteria and procedures of 49 CFR Part 26.**

BROCKTON AREA TRANSIT AUTHORITY

7. Incorporation of Federal Transit Administration (FTA) Terms

The contractor acknowledges that the contract is subject to provisions including, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the grant agreement between U.S. DOT, FTA and BAT are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BAT requests which would cause BAT to be in violation of the FTA terms and conditions.

Name of Contractor

Name of Authorized Officer, Title

Signature

Date

BROCKTON AREA TRANSIT AUTHORITY

8. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

BROCKTON AREA TRANSIT AUTHORITY

9. Drug and Alcohol Testing Certification

Purchases of Transit Services Only

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts, or the BAT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655 and 40 before June 1st and to submit the Management Information System (MIS) reports before February 28th to the BAT Administrator. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Name of Contractor

Name of Authorized Officer, Title

Signature

Date

BROCKTON AREA TRANIST AUTHORITY

10. INELIGIBLE BIDDERS LIST

RE: RFP FOR TRANSPORTATION MANAGEMENT SERVICES

_____ Certifies that neither it, nor any of its subcontractors used in
(Name of Company)
performing this contract, are listed on the list of ineligible contractors maintained by the
Comptroller General of the United States.

DATE: _____ BY: _____

BROCKTON AREA TRANSIT AUTHORITY

11. CERTIFICATION OF PRIMARY PARTICIPANT

THE PRIMARY PARTICIPANT _____

CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEVE, THAT IT AND ITS PRINCIPALS:

1. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PURPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

2. HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

3. ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (2) OF THIS CERTIFICATION ; AND

4. HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION /PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

THE PRIMARY PARTICIPANT _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

APPENDIX J

FIXED ROUTE SCHEDULES AND NOTES



BROCKTON

bat

Effective March 28, 2011

Please visit us at: www.ridebat.com

Leave bat centre Outbound								Leave end of line Inbound							
Brockton				Monday - Friday (*See Notes)				Brockton				Monday - Friday (*See Notes)			
Routes	1*/2/3/4A*/5	2A	4*/6*	8*	9*	10	11	Routes	1*/2/3/4A*/5	2A	4*/6*	8*	9*	10	11
Leave bat centre	6:00		*	*	*	6:00	6:00	Leave end of	6:20		6:20	6:20	6:20	6:20	6:20
Outbound	6:40		6:40	6:40	6:40	6:40	6:40	line Inbound	7:00	7:00	7:00	7:00	7:00	7:00	7:00
	7:00		*	7:00					7:20		7:20	7:20			
	7:20	7:20	7:20	7:20	7:20	7:20	7:20		7:40	7:40	7:40	7:40	7:40	7:40	7:40
	7:40		7:40	7:40					8:00		8:00	8:00			
	8:00	8:00	8:00	8:00	8:00	8:00	8:00		8:20	8:20	8:20	8:20	8:20	8:20	8:20
	8:20		8:20	8:20					8:40		8:40	8:40			
	8:40	8:40	8:40	8:40	8:40	8:40	8:40		9:00	9:00	9:00	9:00	9:00	9:00	9:00
	9:00		9:00	9:00					9:20		9:20	9:20			
	9:20	9:20	9:20	9:20	9:20	9:20	9:20		9:40	9:40	9:40	9:40	9:40	9:40	9:40
	9:40		9:40	9:40					10:20	10:20	10:20	10:20	10:20	10:20	10:20
	10:00	10:00	10:00	10:00	10:00	10:00	10:00		11:05	11:05	11:05	11:05	11:05	11:05	11:05
	10:45	10:45	10:45	10:45	10:45	10:45	10:45		11:50	11:50	11:50	11:50	11:50	11:50	11:50
	11:30	11:30	11:30	11:30	11:30	11:30	11:30	Noon.....	12:35	12:35	12:35	12:35	12:35	12:35	12:35
Noon.....	12:15	12:15	12:15	12:15	12:15	12:15	12:15		1:25	1:25	1:25	1:25	1:25	1:25	1:25
	1:00	1:00	1:00	1:00	1:00	1:00	1:00		1:50		1:50	1:50			
	1:25		1:25	1:25					2:15	2:15	2:15	2:15	2:15	2:15	2:15
	1:50	1:50	1:50	1:50	1:50	1:50	1:50		2:40		2:40	2:40			
	2:15		2:15	2:15					3:05	3:05	3:05	3:05	3:05	3:05	3:05
	2:40	2:40	2:40	2:40	2:40	2:40	2:40		3:30		3:30	3:30			
	3:05		3:05	3:05					3:55	3:55	3:55	3:55	3:55	3:55	3:55
	3:30	3:30	3:30	3:30	3:30	3:30	3:30		4:20		4:20	4:20			
	3:55		3:55	3:55					4:45	4:45	4:45	4:45	4:45	4:45	4:45
	4:20	4:20	4:20	4:20	4:20	4:20	4:20	A=Montello	5:10		5:10	5:10			
	4:45		4:45	4:45				covered by	5:35	5:35	5:35	5:35	5:35	5:35	5:35
	5:10	5:10	5:10	5:10	5:10	5:10	5:10	Route 12	A 6:20		6:20	6:20		6:20	
	5:35		5:35	5:35				Ashmont	A 7:05		7:05	7:05		7:05	
A=Montello	A 6:00	6:00	6:00	6:00	6:00	6:00	6:00		A 7:50		7:50	7:50		7:50	
covered by	A 6:45		6:45	6:45		6:45		Last bus inbound	A 8:35		8:35	8:35		8:35	
Route 12	A 7:30		7:30	7:30		7:30									
Ashmont	A 8:15		8:15	8:15		8:15									
	A 9:00		9:00	9:00		9:00									

Route 12 Service from Campello

Leave Plain Street for BAT Centre via Main Street

Monday – Friday	Saturday
4:50 am	5:05 pm
5:05 am	5:45 am
5:25 am	6:25 am
5:45 am	7:20 pm
9:40 pm	8:00 pm
10:40 pm	10:00 pm

Fares

Adults	\$1.25
Sr. Citizens/Disabled	\$.60
Under 12	\$.60
Under 5	Free
Free transfers good for 1 hour in BAT Centre, but not valid for return trip. The Local Charlie Card allows passengers to ride local buses all month for \$35	

Charlie Card: Prices Subject to change.

*Notes

Route 1: Service to Wal-Mart in Avon runs 6 am – 5:35 pm. Times marked with “A” indicate Montello coverage by Route 12 Ashmont. These times are estimated inbound times of arrival at Brockton/Avon line.

Westgate Mall: Route 4, 4A, 14 and MM stop at center entrance to Westgate Mall. Routes 4, 14, and MM stop at Macy’s. Route MM boards at Westgate Mall for the Good Samaritan Medical Center.

Routes 4, 6, 8, and 9: Service begins at end of line at 6:20 am, and from BAT Centre at 6:40 am.

Routes 10 & 11: combine on Saturday and Sunday to provide Service Outbound Route 10 via No. Quincy St. & Inbound via Route 11 Winter St. to Cary Hill Plaza.

Watch for holiday service announcements.

Schedule subject to change without prior notice.

Information: (508) 580-1000

Valid Medicare cards are accepted as proof of eligibility for BAT’s half-fare program.

For information on BAT’s disability pass program, please call (508) 580-1170.

For TDD: Telecommunication Device for the Deaf, please call (508) 586-0009.

Schedule subject to change without prior notice.

Routes

All buses are wheelchair accessible

1	Montello via N. Main
2	S Plaza/Campello via Main St.
2A	S Plaza via Grafton & Copeland
3	VA Hospital via Belmont
4	Westgate via Pleasant
4A	Westgate Mall via N. Warren
5	Brockton Hospital via Centre St.
6	Massasoit via Centre St.
8	Southfield via Warren & Plain St.
9	Pearl via W. Elm & Torrey
10	Lisa & Howard via N. Quincy & Court
11	Cary Hill & The Village
12	Ashmont (See Ashmont Schedule)
14	Stoughton (See Stoughton Schedule)

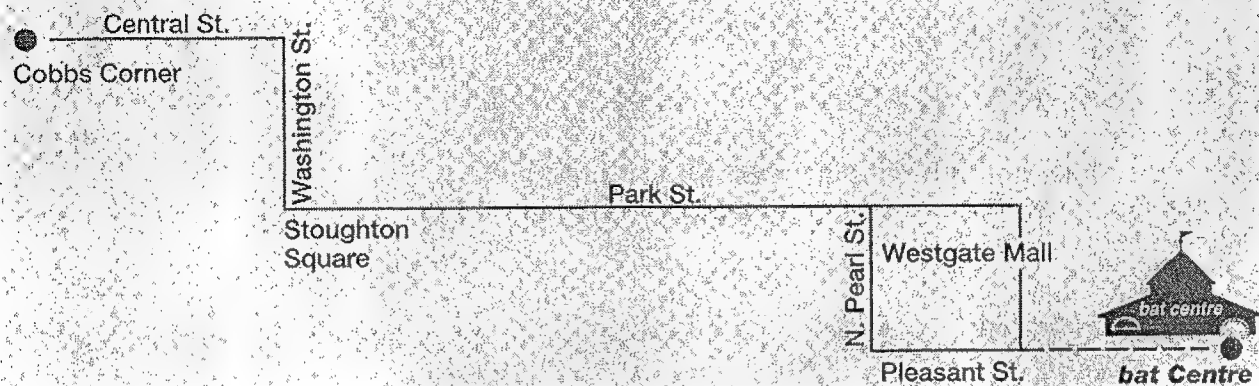
See separate schedules for the following routes:
MM, Mini-Maller; **WBX,** West Bridgewater Business Park Express.



bat

STOUGHTON

Effective March 28, 2011



Stoughton via Westgate Mall

Route 14 (Mon. – Fri.) 14 (Sat.)

Leave bat Centre	6:00am	6:00am
	10:00	10:00
Noon	1:25	1:30
	3:30	1:20

Leave Westgate Mall

To Cobbs Corner	7:20am	7:20
	8:40	8:40
	10:20	10:20
	11:40	11:40
	12:40pm	12:40pm
	1:40	1:40
	2:50	2:50
	3:40	3:40
	5:10	5:00

Leave Cobbs Corner

To Westgate Mall	6:50am	6:50am
	8:00	8:00
bat centre	9:20	9:20
	11:00	11:00
Noon	12:10pm	12:10pm
Bat centre	1:10	1:10
	2:10	2:10
bat centre	3:20	3:20
	4:20	4:20
bat centre	5:50	5:30

Notes

Westgate mall: Route 14 Stops at Macy's and the Mall's Center Entrance.

Downtown Brockton: Free transfer at Westgate Mall or from bat centre via Routes 4 and 4A.

Good Samaritan Medical Center (formerly Cardinal Cushing General Hospital): Buses traveling from Stoughton to Brockton enter Good Samaritan Medical Center only on request. From Brockton to Stoughton all buses enter Good Samaritan Medical Center.

Watch for holiday service announcements.

Schedule Subject to change with out prior notice.



All buses are wheelchair accessible.

Fares

Brockton and Stoughton

Adults	\$1.25
Sr. Citizens/Disabled	\$.60
Under 12	\$.60
Under 5	Free

Information: (508) 580-1170

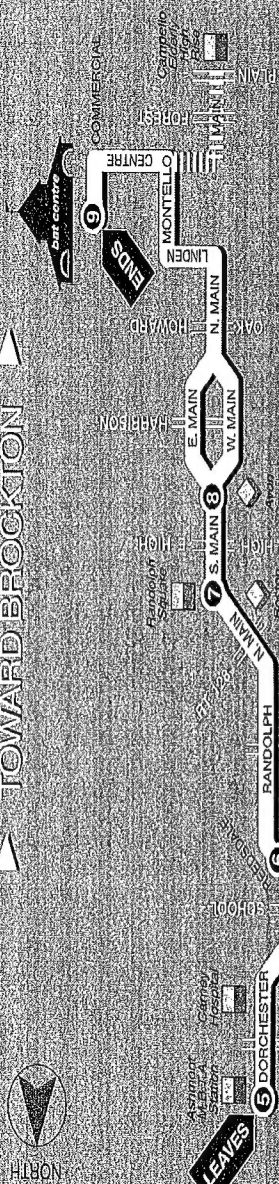








Effective March 28, 2011

Please visit us at: www.ridebat.com

ASHMONT

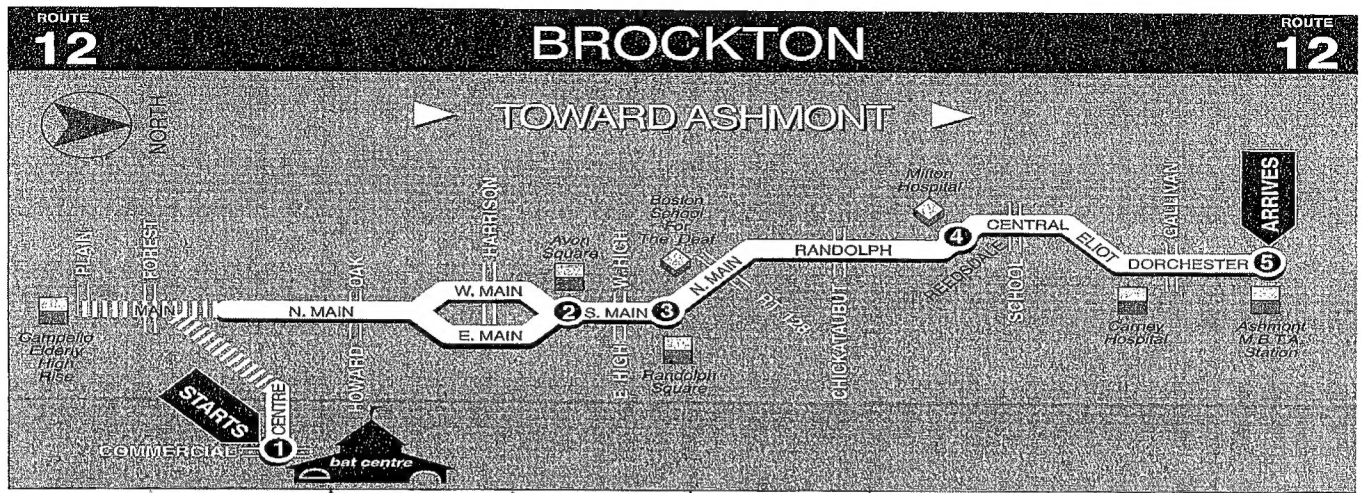
TOWARD BROCKTON



	 BUS LEAVES from Ashmont M.B.T.A.	 BUS arrives at Milton Hospital	 BUS arrives at Randolph Square	 BUS arrives at Avon Square	 BUS ENDS at bal centre	 Does Bus go on to Plain St.?
M.	5:45	5:52	6:03	6:08	6:40	—
	5:55	6:02	6:13	6:18	6:40	—
	6:05	6:12	6:23	6:28	7:05	—
	6:15	6:22	6:33	6:38	7:10	—
	7:20	7:27	7:48	7:52	8:15	—
	7:35	7:42	7:55	8:00	8:20	—
	7:55	8:02	8:15	8:20	8:40	—
	8:20	8:27	8:48	8:52	9:15	—
	8:40	8:47	9:08	9:12	9:25	—
	9:00	9:07	9:28	9:32	9:55	—
	9:20	9:27	9:38	9:42	10:05	—
	9:40	9:47	9:58	10:02	10:20	—
	10:20	10:27	10:38	10:42	11:00	—
	11:00	11:07	11:18	11:22	11:40	—
	11:20	11:27	11:38	11:42	12:20	—
	12:20	12:27	12:38	12:42	13:00	—
	1:00	1:07	1:18	1:22	1:40	—
	1:45	1:52	2:05	2:15	2:30	—
	2:30	2:37	2:51	2:55	3:15	—
	3:00	3:07	3:21	3:25	3:45	—
	3:15	3:22	3:36	3:40	4:00	—
	3:45	3:52	4:06	4:10	4:30	—
	4:00	4:07	4:21	4:25	4:45	—
	4:20	4:27	4:41	4:45	5:15	—
	4:40	4:47	5:00	5:05	5:30	—
	4:55	5:05	5:19	5:24	5:40	—
	5:10	5:19	5:34	5:39	6:00	—
	5:20	5:29	5:44	5:49	6:10	—
	5:40	5:49	6:04	6:09	6:30	—
	6:00	6:09	6:21	6:26	6:40	—
	6:35	6:44	6:55	7:00	7:20	—
	7:00	7:09	7:21	7:26	7:40	—
	7:40	7:49	8:01	8:06	8:20	—
	8:20	8:27	8:39	8:44	9:00	—
	8:40	8:47	8:59	9:04	9:20	—
	9:40	9:47	9:59	10:03	10:20	—
	10:40	10:47	10:59	11:03	11:20	—
	11:40	11:47	11:59	12:03	12:20	—

SATURDAY									
$M_i(N_i)$	5:20	6:27	6:38	6:43	W	7:00	—		
	7:07	7:18	7:23	7:30	W	7:40	—		
	7:40	7:58	8:03	8:10	W	8:20	—		
	8:20	8:37	8:38	8:43	W	9:00	—		
	9:00	9:07	9:18	9:23	W	9:40	—		
	9:40	9:58	10:03	10:10	E	10:20	—		
	10:20	10:38	10:43	10:50	W	11:00	—		
	11:00	11:07	11:18	11:23	W	11:40	—		
	11:40	11:47	11:58	12:03	E	12:20	—		
	12:20	12:27	12:38	12:43	W	1:00	—		
M.	1:00	1:07	1:18	1:23	W	1:40	—		
	1:40	1:47	1:58	2:03	W	2:20	—		
	2:20	2:27	2:38	2:43	W	3:00	—		
	3:00	3:07	3:18	3:23	W	3:40	—		
	3:40	3:47	3:58	4:03	E	4:20	—		
	4:20	4:27	4:38	4:43	W	4:50	—		
	4:50	4:57	5:08	5:13	W	5:30	—		
	5:30	5:37	5:48	5:53	W	6:00	—		
	6:00	6:07	6:18	6:23	W	6:40	—		
	6:40	6:47	6:58	7:03	E	7:20	Yes 6:25		
(N)	7:00	7:07	7:18	7:23	W	7:40	Yes 7:05		
	7:40	7:47	7:58	8:03	W	8:20	Yes 7:45		
	8:20	8:27	8:38	8:43	W	9:00	Yes 8:05		
	9:00	9:07	9:18	9:23	W	9:40	Yes 8:45		
	9:40	9:47	9:58	10:03	W	10:20	Yes 9:25		
(N)	10:20	10:27	10:38	10:43	W	11:00	Yes 10:05		
	10:50	10:57	11:08	11:13	W	11:30	Yes 11:35		

denotes #1 Montello coverage via Route #12 Ashmont.



	Does bus start at Plain St.?	1 BUS STARTS at bat centre	Does Bus go on W. Main or E. Main?	2 Bus arrives at Avon Square	3 Bus arrives at Randolph Square	4 Bus arrives at Milton Hospital	5 BUS ARRIVES at Ashmont M.B.T.A.
WEEKDAYS							
A.M.	Yes 4:50	#1 (N)	5:00	5:12	5:16	5:27	5:40
	Yes 5:05		5:15	5:27	5:31	5:42	5:55
	Yes 5:25		5:35	5:47	5:51	6:02	6:20
	Yes 5:45		6:00	6:12	6:16	6:27	6:40
			6:35	6:47	6:51	7:02	7:20
			6:40	6:54	6:59	7:11	7:25
			7:00	7:14	7:19	7:31	7:40
			7:20	7:34	7:39	7:51	8:05
			7:40	7:54	7:59	8:11	8:25
			8:00	8:14	8:19	8:31	8:45
		#1 (N)	8:20	8:34	8:39	8:51	9:05
			8:40	8:54	8:59	9:11	9:25
			9:20	9:32	9:36	9:47	10:00
			10:00	10:12	10:16	10:27	10:40
			10:45	10:57	11:01	11:13	11:24
			11:30	11:45	11:49	12:00	12:11
			12:15	12:27	12:31	12:42	12:53
P.M.			1:00	1:12	1:17	1:28	1:40
			1:50	2:02	2:07	2:18	2:30
			2:15	2:27	2:31	2:41	2:50
			2:30	2:42	2:46	2:57	3:10
			2:40	2:52	2:56	3:07	3:20
			3:05	3:17	3:21	3:32	3:45
			3:30	3:44	3:48	3:59	4:15
			3:45	4:00	4:05	4:16	4:30
			3:55	4:09	4:14	4:25	4:40
			4:20	4:35	4:40	4:51	5:10
			4:45	5:00	5:05	5:17	5:30
			5:10	5:24	5:29	5:41	5:55
			5:35	5:50	5:55	6:05	6:30
			6:00	6:14	6:19	6:31	6:45
			6:45	6:59	7:03	7:15	7:26
			7:30	7:44	7:49	8:00	8:13
			8:15	8:29	8:34	8:46	8:58
			9:00	9:14	9:19	9:31	9:40
	Yes 9:40		9:45	9:59	10:04	10:16	10:27
	Yes 10:40		10:45	10:57	11:01	11:12	11:25

SATURDAY							
A.M.	Yes 5:05	#1 (N)	5:20	5:32	5:36	5:47	6:00
	Yes 5:45		6:00	6:12	6:16	6:27	6:40
	Yes 6:25		6:40	6:52	6:56	7:07	7:20
			7:20	7:32	7:36	7:47	8:00
			8:00	8:12	8:16	8:27	8:40
			8:40	8:52	8:56	9:07	9:20
			9:20	9:32	9:36	9:47	10:00
			10:00	10:12	10:16	10:27	10:40
			10:40	10:52	10:56	11:07	11:20
			11:20	11:32	11:36	11:47	12:00
		#1 (N)	12:00	12:12	12:16	12:27	12:40
			12:45	12:57	1:00	1:11	1:25
P.M.			1:30	1:42	1:46	1:57	2:10
			2:15	2:27	2:31	2:41	2:54
			2:40	2:52	2:56	3:07	3:20
			3:00	3:14	3:19	3:31	3:45
			3:45	4:00	4:05	4:16	4:30
			4:30	4:45	5:00	5:10	5:20
			5:15	5:29	5:34	5:46	6:00
			6:00	6:12	6:16	6:27	6:40
	Yes 7:20		7:25	7:37	7:41	7:52	8:05
	Yes 8:00		8:05	8:17	8:21	8:32	8:45
	Yes 10:00		10:05	10:17	10:21	10:32	10:45

INSTRUCTIONS

Map: Smartmaps-Knoxville, TN

All buses are wheelchair accessible.

The schedule shows when the bus is scheduled to arrive at sample bus stops along the route. Tip: Arrival times are estimated so please get to the bus stop a few minutes early.

Watch for holiday service announcements. Information-508-588-1000 or ridebat.com.

Schedule subject to change without prior notice.

The bus leaves here at listed times TIP: Look for the corresponding symbol below the map for arrival times.

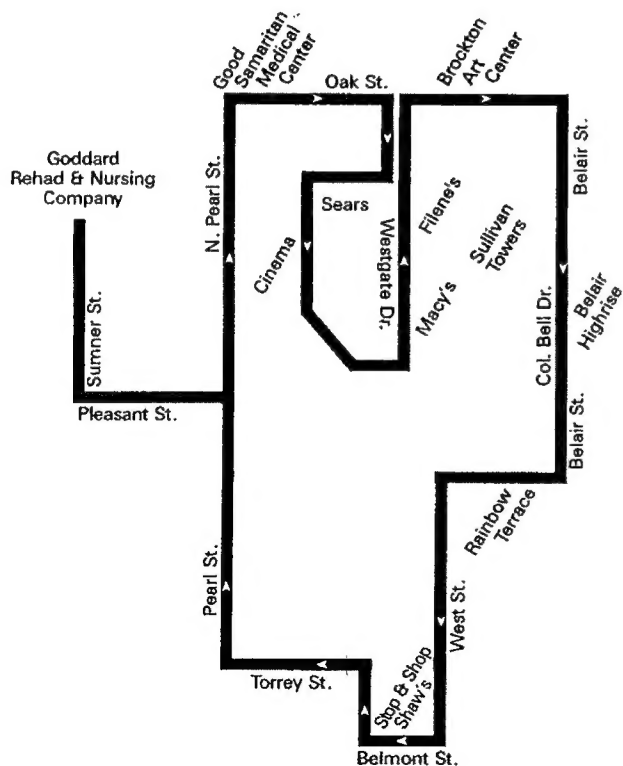
Route 12 service from Campello St. Leave Plain St. for bat centre via Main St. TIP: Look for questions and answers either below or on the map itself.

The bus leaves at each of the times listed below this symbol.

(#N) The #1 Montello route is serviced via Route #12 Ashmont.

The route always runs from left to right. The map is also always read from left to right.

Mini-Maller



Mini-Maller

Leave	Arrive & Depart
Westgate	Goddard
Mall	Rehab & Nursing

Monday – Friday

9:40 am	10:10 am
10:40	11:10
11:40	12:10 pm
12:40 pm	1:10
1:40	2:10
2:40	3:10
3:40	4:10
4:40	

Mini-Maller

Leave	Arrive & Depart
Westgate	Goddard
Mall	Rehab & Nursing

Saturday

10:40 am	11:10 am
11:40	12:10 pm
12:40	pm 1:10
1:40	2:10
2:40	3:10
3:40	4:10
4:40	5:10
5:40	

Fares

Adults\$1.50
Senior Citizens/Disabled\$0.60
Under 12\$0.60
Under 5Free

All Mini-Maller buses are wheelchair accessible

Information: (508) 588-1000

Valid Medicare cards are accepted as proof of eligibility for BAT's half-fare program.

For information on BAT's disability pass program,

please call (508) 588-2240.

For TDD: Telecommunication Device for the Deaf,

please call (508) 586-0009.

Schedule subject to change without prior notice